



*"To enrich lives through effective and caring service"*



**Stan Wisniewski**  
Director

**Kerry Silverstrom**  
Chief Deputy

July 5, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**CONTRACT FOR PARKING LOT SWEEPING SERVICES  
(THIRD AND FOURTH DISTRICTS)  
(3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that parking lot sweeping services at County-owned/operated beaches can be performed more economically by CleanStreet than by County employees.
2. Approve award of and instruct the Mayor to execute the attached three-year contract, plus two one-year extension options, with CleanStreet for parking lot sweeping services at County-owned/operated beaches, at an aggregate annual County cost not to exceed \$171,767, and authorize the Director of Beaches and Harbors to increase the contract sum of \$171,767 by a sum not exceeding 20 percent during each contract year for additional, unforeseen sweeping services within the scope of this contract.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the contract will enable the Department to continue to obtain economical parking lot sweeping from a responsive and responsible contractor at County-owned/operated beaches. The Department previously benefited from the same

The Honorable Board of Supervisors

July 5, 2006

Page 2

services pursuant to contract services obtained via the Department of Public Works.

The Department consistently looks for means to enhance the service it delivers to the public at Marina del Rey and County-owned/operated beaches. Maintenance of beach parking lots ensures visitors' enjoyment of beaches and other public areas and effectively sets a standard for upkeep of the privately maintained and operated concessions on the beaches that generate approximately \$2.5 million in annual County revenue.

#### Implementation of Strategic Plan Goals

The parking lot sweeping services provided by CleanStreet will promote and further the Board-approved Strategic Plan Goals of "Service Excellence," meeting the Departmental objective to facilitate enhanced use of County facilities, and "Fiscal Responsibility," strengthening the County's fiscal capacity by contracting for these services at a reduced cost rather than utilizing County employees.

#### FISCAL IMPACT/FINANCING

The annual savings from using the contractor's services rather than County staff is estimated at approximately \$117,723 as detailed in Attachment 1. The maximum annual compensation to be paid the contractor is \$171,767. To compensate the contractor if the need for additional services arises, the Director may by written notice to the contractor increase the maximum annual compensation by up to 20 percent (\$34,353) in any contract year or optional extension period. The contract allows no increase in the contractor's rate of compensation.

The cost of this contract is included in the Department's 2006-2007 proposed budget.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Department is requesting award of a contract to CleanStreet, which was determined to be the most responsible, responsive proposer. In addition, CleanStreet's proposed compensation for this contract was the lowest of any proposer.

The contract term is three years, with two one-year extension options that may be exercised at the Director's discretion. The contract services will commence on the date of approval by your Board.

The Honorable Board of Supervisors  
July 5, 2006  
Page 3

The Department has determined that the contractor complies with the requirements of the Living Wage Program (Los Angeles County Code Chapter 2.201) and agrees to pay its full-time employees providing County services a living wage.

In addition, the contract award fully complies with the mandatory Proposition A requirements contained in County Code Section 2.121.380 for the following reasons:

- Award of the parking lot sweeping services contract is cost-effective. It will save the County approximately \$117,723 annually (see Attachment 1).
- Award of the contract will not impair the County's ability to respond to emergencies.
- No confidential information is involved in the performance of the contract. Award of the contract will not result in the unauthorized disclosure of confidential information.
- Alternative services are available in the event of a default by the contractor; therefore, services will not be interrupted.
- Award of the contract will not infringe upon the proper role of the County in its relationship to its citizens.

The contract also contains the County's standard provisions regarding contractor obligations and is in compliance with all Board, Chief Administrative Office (CAO) and County Counsel requirements.

The contractor has agreed that, should it require additional or replacement personnel, it will give first consideration to qualified County employees targeted for layoff and qualified former County employees who are on a reemployment list. The contractor has also agreed to consider qualified GAIN/GROW Program participants for such employment openings.

The contract has been approved as to form by County Counsel.

### **CONTRACTING PROCESS**

This Proposition A contract solicitation was advertised in the Eastside Sun, the Lynwood Journal, the Daily Breeze, the Culver City News, the Los Angeles Daily News, the Compton Bulletin, the Santa Monica Daily Press, the LA Watts Times and the Los Angeles Times. The opportunity was also advertised on the County's Bid Web page (Attachment 2), as well as the Department's own Internet site. In addition, notices were sent out by direct mail to a list of 77 contractors.

Two firms submitted proposals, CleanStreet and Sweeping Beauty. Both proposals met the RFP's minimum requirements and were evaluated. A three-person evaluation committee, composed of one staff member from the Department's Facilities and Property Maintenance Division and two District Managers, evaluated the proposals based on a weighted evaluation of: (1) experience and organizational resources (500 points); (2) price (350 points); and (3) references (150 points). The committee determined that CleanStreet had the ability, experience and resources to provide the Department with quality sweeping services as substantiated through its submitted proposal.

The evaluation criteria conform to the Living Wage Ordinance Implementation Plan, which requires Departments to refer any reported labor or payroll violations by the highest-rated proposer, as reported by the State Labor Board Division of Labor Standards Enforcement, to the Labor Law/Payroll Violations Assessment Team. CleanStreet had no reported violations.

The Director has considered the committee's findings and recommends that your Board approve the contract with CleanStreet.

Attachment 3 details the minority and gender composition of the qualifying contractors. Final consideration of contract award was made without regard to gender, race, creed or color.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of this contract will not result in the displacement of any County employees, as these services are currently being contracted by the Department of Public Works.

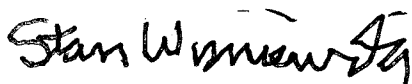
There will be no impact on other County services or projects.

The Honorable Board of Supervisors  
July 5, 2006  
Page 5

**CONCLUSION**

Instruct the Executive Officer to send one approved copy of this letter and two executed copies of the contract to the Department of Beaches and Harbors.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Stan Wisniewski". The signature is stylized with a large, looped "S" and a cursive "W".

Stan Wisniewski, Director

SW:so

Attachments (4)

C: Chief Administrative Officer

County Counsel

Executive Officer, Board of Supervisors

Director, Office of Affirmative Action Compliance

**Department of Beaches and Harbors  
Parking Lot Sweeping Service Contract  
Estimated Net Savings From Contracting**

<b>County Cost Analysis</b>				
<b>Salary Cost Items</b>	<b>Beach Maintenance Supervisor 0378A</b>	<b>Power Equipment Operator 7374A</b>	<b>Grounds Maintenance Worker I 0352A</b>	<b>Total</b>
Top Step Salaries (hourly) <sup>1</sup>	\$ 30.71	\$ 29.78	\$ 17.85	
Required Service Level - actual avoidable work hours <sup>2</sup>	780	2210	2210	5200
Annual Salary Cost	\$ 23,954	\$ 65,818	\$ 39,447	\$ 129,218
Adjustment for top step salaries variance at 94.393% <sup>3</sup>	\$ (1,343)	\$ (3,690)	\$ (2,212)	\$ (7,245)
Estimated actual avoidable salaries	\$ 22,611	\$ 62,127	\$ 37,235	\$ 121,972
Add: Related employee benefits at 50.108% <sup>3</sup>	\$ 11,330	\$ 31,131	\$ 18,658	\$ 61,118
Estimated Actual avoidable annual direct labor cost <sup>4</sup>	\$ 33,940	\$ 93,258	\$ 55,892	\$ 183,090
Street Sweeper /Equipment <sup>5</sup>				\$ 88,400
Debris Disposal Fees <sup>5</sup>				\$ 18,000
Estimated Actual Avoidable				\$ 289,490
Contract Cost				\$ 171,767
<b>Net Savings from Contracting</b>				<b>\$ 117,723</b>

(1) Salaries in effect as of April 2006.

(2) The County avoidable work hours amount is based on the required sweeper hours per the selected proposer.

(3) Provided by the Auditor-Controller Accounting Division.

(4) No departmental indirect costs are avoidable.

(5) Based on annual equipment and disposal costs of the selected proposer.

Award information has not been added at this time.

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### Bid Information

**Bid Number :** DBH-19

**Bid Title :** Parking Lot Sweeping Services

**Bid Type :** Service

**Department :** Beaches and Harbors

**Commodity :** STREET SWEEPING SERVICES

**Open Date :** 5/25/2006

**Closing Date :** 6/8/2006 5:00 PM

**Notice of Intent to Award :** [View Detail](#)

**Bid Amount :** \$ 70,000

**Bid Download :** [Available](#)

**Bid Description :** The Los Angeles County Department of Beaches and Harbors is seeking one or more qualified and experienced contractor(s) to sweep and/or clean public parking lots operated by the Department. The primary objective of parking lot sweeping is to remove all leaves, paper, dirt, rocks, glass, bottles, cans, sand and other debris to ensure free flow of water in the gutter and to maintain the pavement in a state of cleanliness. Qualified contractors may submit a written Proposal for a Contract to provide such services. Proposals must be in the form described in this Request for Proposals (RFP). Selection of a contractor(s) will be based on the qualifications of the firms submitting proposals as well as their prices for performing the work.

A Proposers' Conference will be held at 9:00 a.m. on Thursday, June 1, 2006 at the Chace Park Community Building, 13650 Mindanao Way, Marina del Rey. The deadline for submitting proposals will be 5:00 p.m., June 8, 2006.

Contractor's submitting proposals must have a minimum of five years' experience managing and supervising parking lot sweeping services. The County may require additional minimum qualifications.

To receive a copy of the RFP, either telephone (310) 577-5736, send e-mail with Parking Lot Sweeping RFP in the subject line to [sorellana@lacodbh.org](mailto:sorellana@lacodbh.org), visit [http://lacounty.info/doing\\_business/main\\_db.htm](http://lacounty.info/doing_business/main_db.htm), or write:

Department of Beaches and Harbors  
Parking Lot Sweeping RFP  
13837 Fiji Way  
Marina del Rey, CA 90292  
Fax: (310) 821-8155

The County reserves the right to cancel the RFP and to modify any and all terms and conditions of the RFP, including minimum requirements. For further information, call Susy Orellana at (310) 577-5736.

**Amendment Date : 6/1/2006** Proposer's Conference Summary, and REVISED Form P-1, Price Proposal and Exhibit 10, Project Locations can be found in the Bid Download, named: Conference Summary. Please take note of the revised form/exhibit.

**Contact Name :** Susy Orellana

**Contact Phone# :** (310) 577-5736

**Contact Email :** [sorellana@lacodbh.org](mailto:sorellana@lacodbh.org)

**Last Changed On :** 6/1/2006 11:27:32 AM

[Back to Last Window](#)

[Back to Award Main](#)

PARKING LOT SWEEPING SERVICES  
FIRM/ORGANIZATION INFORMATION

PROPOSER	Certified Local SBE	COMPOSITION	OWNERS/ PARTNERS/		MGRS		STAFF		TOTAL		
			M	F	M	F	M	F		M	F
CleanStreet Certifications: None	N	Black/African American					4		4		
		Hispanic/Latino			2		58	2	62		
		Asian or Pacific Islander							0		
		Amer. Indian/Alaska Native							0		
		Filipino American							0		
		White	1		2		49		52		
		TOTALS	1	0	4	0	111	2	118	116	2
Sweeping Beauty	Y	Black/African American									
		Hispanic/Latino		1	1		1	2	5		
		Asian or Pacific Islander									
		Amer. Indian/Alaska Native									
		Filipino American									
		White									
		TOTALS		1	1		1	2	5	2	3



LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
CONTRACT FOR PARKING LOT SWEEPING

PART ONE – GENERAL CONDITIONS

1.1 INTRODUCTION

**1.1.1 Parties.** This Contract is entered into by and between the County of Los Angeles (the "County") and CleanStreet (the "Contractor").

**1.1.2 Recitals.** The Contract is intended to integrate within one document the terms for the maintenance services to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, including but not limited to those in Sections 3.2, 3.3, 3.4, 3.6, 3.21 and 3.31 and in Form P-1 (Offer to Perform) and Form P-2 (Proposer's Staffing Plan) are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3, P-4, P-5, P-6, P-7, P-8, P-9, P-10 and P-11, submitted with the Contractor's Proposal.

**1.1.3 Effective Date.** The effective date of this Contract shall be the later of July 1, 2006 or the date of Board approval.

**1.1.4 Contract Provisions.** The Contract is comprised of this Part 1 (General Conditions), Part 2 (Statement of Work), Part 3 (Standard Contract Terms and Conditions), Form P-1 (Offer to Perform), and Form P-2 (Staffing Plan), all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract as if fully set forth. To the extent there is any inconsistency between the language in Forms P-1 and P-2 and any other part of the Contract, the language of such other part of the Contract shall prevail.

**1.1.5 Work to be Performed.** Contractor shall perform the work set forth in Part 2, Statement of Work.

**1.1.6 Rescission.** The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 3.7, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

**1.1.7 Supplemental Documents.** Prior to commencing services under the Contract, the selected Proposer shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 3.9.

1.2 INTERPRETATION OF CONTRACT

**1.2.1 Headings.** The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

**1.2.2 Definitions.** The following words shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used.

*Board, Board of Supervisors.* The Board of Supervisors of Los Angeles County.

*Chief Deputy.* The Chief Deputy of the Department.

*Contract.* An agreement for performance of the work between the selected Proposer and the County, approved by the Board of Supervisors, which incorporates the items enumerated in Section 1.1.4.

*Contract Administrator (CA).* The Chief, Facilities and Property Maintenance Division or a designated representative.

*Contractor(s).* The Proposer(s) whose Proposal is accepted by the Board of Supervisors for performance of the Contract work.

*Contract Period.* The period commencing on the effective date of the Contract and expiring on June 30, 2009, and thereafter, each succeeding twelve-month period over the remaining term including the optional years.

*County.* The County of Los Angeles.

*County Counsel.* The Los Angeles County Counsel.

*Department.* The Los Angeles County Department of Beaches and Harbors.

*Director.* The Director of the Department.

*Offer to Perform.* Form P-1 of the Contract.

*Performance Standard.* The essential terms and conditions for the performance of the Contract work as defined in the Contract.

*Proposer.* Any person or entity authorized to conduct business in California who submits a Proposal.

*Request for Proposals (RFP).* The solicitation to this Contract issued May 25, 2006.

*Subcontractor.* A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor, at any tier, under written agreement.

*Work Order.* An agreement, subordinate to the Contract, incorporating all of its terms and conditions, by which the Contractor is authorized to perform specific tasks outlined in the Description of Work. See Exhibit 1.

### **1.3 CONTRACT TERM**

**1.3.1 Initial Term.** The initial Contract term shall commence on the later of July 1, 2006 or the date of approval of the Contract by the Board of Supervisors and expiring on June 30, 2009.

**1.3.2 Two One-Year Extension Options.** If the Director determines that it is in the interest of the County to do so, he may grant up to two

one-year extensions of the Contract term. The Director may exercise the first option by notifying the Contractor(s) in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor(s) in writing before the expiration of the first optional Contract Year.

#### **1.3.3 Extension to Complete Work Order.**

The Director may extend the Contract term or any optional Contract Year on a month-to-month basis subject to the Contract's terms and conditions, but only to allow the Contractor to complete a Work Order approved before the expiration of the Contract term or optional Contract Year. Such extensions are further subject to the availability of funds in the Department's budget. Up to 12 such one-month extensions may be granted, which shall be effective only if executed in writing by the Director or Chief Deputy.

**1.3.4 Survival of Obligations.** Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

### **1.4 COMPENSATION**

**1.4.1 Contract Sum.** The net amount the County shall expend from its own funds during any Contract year for parking lot sweeping services among all Contractors shall not exceed \$171,767.13. The County may at its discretion expend any portion, all or none of that amount. However, aggregate annual payments for parking lot sweeping services may exceed the aforementioned \$171,767.13 to the extent that a lessee or other third party is obligated to reimburse the County for its parking lot sweeping services.

**1.4.2 Increase of Contract Sum by Director.** Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor(s), increase the \$171,767.13 sum referenced in Section 1.4.1 which is not subject to reimbursement from lessees or other third parties by up to 20 percent in any year of the Contract or any extension period, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative.

**1.4.3 Compensation Payable Only Under Work Order at Quoted Hourly Rates.** Notwithstanding any other provisions of this Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of a Work Order (Exhibit 2) issued under the Contract and executed by the Director or the Chief Deputy Director. Compensation for all work under a Work Order shall be at Contractor's hourly rate(s) of pay as quoted on Form P-1, and shall be subject to Sections 1.4.1 and 3.1.

**1.4.4 Increase in Maximum Compensation Under Work Order.** The Director may approve an increase in the maximum compensation specified in a Work Order should he find that the project will require additional hours, an increase in staffing, or other cause to do so. An increase in the maximum compensation specified in a Work Order shall not increase the Contractor's hourly rate(s) of compensation. Approval of an increase in the maximum compensation specified in a Work Order shall be effective only if executed in writing by the Director or Chief Deputy, who shall state the reason for the increase.

**1.4.5 Extension of Time to Complete Work Order.** Approval of an extension of time to completion of a Work Order shall be effective only if executed in writing by the Director or Chief Deputy.

**1.4.6 Contractor's Invoice Procedures.**

**1.4.6.1** The Contractor shall submit an invoice to the Department on or before the fifteenth day of each month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice and shall submit a separate invoice for each Work Order on which it claims payment. Invoices shall identify the Contract number and the name of the Work Order or project. Invoices for services billed on an hourly basis shall itemize dates and hours of work performed, type of work performed, person performing the work, hourly rate for such person, and other information necessary to calculate the payment for the work.

**1.4.6.2** If the Work Order requires delivery of a report or other written product, fifty percent of all amounts due under the Work Order shall be

withheld until receipt and acceptance by the CA of the report or other matter. The Contractor's monthly invoice shall show the amount earned subject to such withholding, the deduction for the amount to be withheld, and the net amount currently payable by the County.

**1.4.6.3** Upon the Department's receipt and the CA's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by the Contract. Such setoffs and deductions include, but are not limited to, the cost of replacement services.

**1.4.6.4** Upon completion of the reports or other deliverable items identified in the Work Order, the Contractor shall deliver them with an invoice for the amounts withheld pending their receipt and acceptance. Upon their receipt and approval by the CA, the County shall pay the amounts withheld, provided that the County's maximum obligation for the Work Order is not exceeded. Approval or rejection of reports and other deliverable items identified in the Work Order shall not be unreasonably withheld and shall not exceed four weeks from the date of their receipt by the County.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
CONTRACT FOR PARKING LOT SWEEPING**

**PART TWO – STATEMENT OF WORK**

**2.1 GENERAL REQUIREMENTS**

**2.1.1 Contractor's Offer to Perform.**

Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Offer to Perform, Work Order and other representations submitted with the Contractor's Proposal.

**2.1.2 Contractor Expenses.** The Contractor will provide all materials and equipment necessary to carry out any projects agreed to by the Parties, unless the Project Agreement provides that the Department shall provide any necessary materials and equipment.

**2.1.3 Contractor's Office.** The Contractor shall maintain a local address within the County at which the Contractor's Representative may be contacted personally or by mail.

**2.1.4 Communication with Department.**

The Contractor shall maintain communication systems that will enable the Department to contact the Contractor at all times during the Department's regular business hours. The Contractor shall return calls during business hours no later than the next business day and as soon as reasonably possible if the call is designated urgent. The Contractor shall provide an answering service, voicemail or telephone message machine to receive calls at any time Contractor's office is closed.

**2.1.5 Personal Services of Designated Persons Required.**

In agreeing to engage the Contractor, the County has relied on the Contractor's representation that the individuals identified in the Contractor's Proposal will personally perform the professional services required by the Contract. The failure of those persons to render those services shall be deemed a material breach of the Contract for which the County may terminate the Contract and recover damages. Should it be necessary for the Contractor to substitute an equally qualified professional for an individual named in the Proposal, the Contractor shall request the

Contract Administrator's approval, which shall not be unreasonably withheld.

**2.1.6 Contractor to Make Semi-Monthly Reports.**

The Contractor shall report to the Contract Administrator on a semi-monthly basis in writing, describing the services rendered and matters delivered during the period, the charges for the services rendered, the balance of funds remaining under the Work Order and the Contract, and any facts which may jeopardize the completion of the project or any intermediate deadlines.

**2.1.7 Contractor to Prepare Final Project Report.**

When required by the Work Order, the Contractor shall prepare a final written report upon completion of the assigned work summarizing the Contractor's project, recommendations and plans in accordance with the Contract Administrator's instructions.

**2.2 PERSONNEL**

**2.2.1 Contractor's Representative (CR).**

The Contractor shall designate a full-time employee as Contractor's Representative (CR) who shall be responsible for Contractor's day-to-day activities related to each Work Order and shall be available to the County Contract Administrator on reasonable telephone notice each business day and at other times as required by the work. The CR shall make inspections, answer questions, resolve problems, respond to emergencies, keep logs and approve reports. The CR shall cooperate with the CA in scheduling and attending periodic performance evaluation meetings. The Contractor may designate himself or herself as the Contractor's Representative.

**2.2.2 General Personnel Requirements.**

**2.2.2.1** The Contractor shall ascertain that persons performing Contract services are of sound physical and emotional condition necessary to perform required duties.

**2.2.2.2** The Contractor's employees are subject to reasonable dress codes when on County property; shall not bring visitors onto the work site; shall not bring in any form of weapon or contraband; shall not bring in any alcohol or drugs or be under the influence of alcohol or drugs; are subject to authorized search by the Contractor, CA and law enforcement; shall conduct themselves in a reasonable manner at all times; shall not cause any disturbance; and otherwise are subject to all rules and regulations of the County.

**2.2.2.3** All personnel assigned by the Contractor to perform services at County facilities shall at all times be employees of the Contractor and the Contractor shall have the sole right to hire, suspend, discipline or discharge employees. However, at the request of the Director, the Contractor shall immediately exclude any member of the Contractor's staff from assignment to the Contract work. The County reserves the right to conduct a background investigation of the Contractor's staff and to bar any of the Contractor's staff from County facilities.

**2.2.2.4** The Contractor shall obtain approval of the CA before replacing the Contractor's Representative (CR) or the supervisor. Such approval shall not be unreasonably withheld.

**2.2.2.5** The Contractor shall provide the County with a current list of employees, including but not limited to management, and shall keep this list updated during the Contract period.

**2.2.2.6** The Contractor's employees shall enter and leave County facilities only through access specified by the CA.

**2.2.2.7** The Contractor's employees who are assigned to operate any motor vehicle shall have a valid operator's license for the type of motor vehicle to be operated.

**2.2.2.8 Supervisor.** The Contractor shall provide a supervisor with no less than two years' experience in projects of the size called for by the Contract. The CR may act as the Supervisor. The supervisor shall be authorized to act for Contractor in every detail and must understand, speak and write English.

**2.2.2.9 Crew.** Contractor shall provide the services of sufficient staff to perform the

Contract in accordance with this Part 2 and each term and condition of the Contract.

### **2.2.3 County Contract Administrator (CA).**

**2.2.3.1** The Chief, Facilities and Property Maintenance Division shall be the Contract Administrator (CA) who shall have the authority to act for the County in the administration of the Contract except where action of the Director or Chief Deputy is expressly required by the Contract.

**2.2.3.2** The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.

**2.2.3.3** The Contractor's work shall be subject to the CA's acceptance and approval, which shall not be unreasonably withheld.

**2.2.3.4** The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

## **2.3 SERVICES TO BE PROVIDED**

The Contractor's services shall include, but are not limited to the following:

- The Contractor will work with the Department in an effort to develop Work Orders for CA approval;
- The Contractor shall sweep and/or clean public parking lots operated by the County of Los Angeles Department of Beaches and Harbors within the project limits as shown in Exhibit 10, Project Location Maps. The word "sweeping" shall define an operation and the method shall not be limited to the use of a power broom street sweeper;
- Sweeping a parking lot shall normally consist of a single path adjacent and parallel to the perimeter of the parking lot and adjacent and parallel to any raised medians within the boundaries of the parking lot at a maximum speed of not more than six miles per hour;
- Water shall be used while sweeping to minimize dust if a power broom sweeper is used. In the event that the results of a

sweeping operation are considered unsatisfactory by the CA, in accordance with Section 2.4.2, Performance Standards, below, the Contractor shall sweep or clean the unsatisfactory area again, at no cost to the County, within two calendar days without interruption of the regular sweeping schedule;

- Curbed areas that cannot be swept with power sweeping equipment, such as, but not limited to median noses, and narrow spaces (or any area obstructed for cleaning) shall be hand cleaned to comply with Section 2.4.2, Performance Standards, below;
- All debris and refuse collected from these operations shall become the property of the Contractor. The Contractor shall dispose of all refuse and debris collected during sweeping operations, at no additional cost to the County, by hauling to a legally established area for the disposal of solid waste. When storage of refuse and debris is necessary prior to disposal, the Contractor shall locate and arrange for use of a temporary storage site off the parking lots and road rights of way. The Contractor will not be allowed to use the rights of way or the Department facilities as temporary storage sites.
- The Contractor shall inform the CA of any problems or conditions which may be a public hazard or interfere with normal sweeping operations. These problems or conditions shall include, but not be limited to fallen trees, obstructed pathways, low overhanging branches, abandoned vehicles, and large potholes. These problems or conditions shall be reported by the Contractor to the CA as soon as the condition is identified. Dead animals shall be reported to Animal Control at (310) 523-9566;
- A complete schedule of weekly sweeping shall be submitted with the proposal in accordance with the specifications listed in Exhibit 11. The schedule shall include the order of lots to be swept (a route map), as well as the daily starting time;
- Changes in the schedule for the convenience of the Contractor shall require approval by the CA prior to being included in

the weekly work. The County reserves the right to require the Contractor to sweep specific areas on specified days and at specified times of the day;

- Included as part of this Contract are Project Location Maps (Exhibit 10) showing the parking lot locations included in this Project.
- The Plans, Specifications, and other contract documents shall govern the work. These contract documents are intended to be complementary and cooperative and to describe and provide for a complete Project. Anything in the Contract and not on the Maps, or on the Maps and not in the Contract, shall be as though shown or mentioned in both.
- While it is believed that much of the information pertaining to conditions which may affect the cost of the work will be shown on the Maps and indicated in the Scope of Work, the County does not warrant the completeness or accuracy of such information. The Contractor shall ascertain the existence of any conditions affecting the cost of the work which would have been disclosed by reasonable examination of the site. The Contractor shall, upon discovering any error or omission in these Maps and/or description of services to be provided, immediately call it to the attention of the CA.
- The Contractor will procure all project related materials unless otherwise agreed to by the Parties;
- The Department will provide the Contractor with any plans or specifications necessary to carry out projects agreed to by the Parties, unless the Work Order provides that the Contractor shall prepare plans and specifications;
- The Department will obtain any necessary permits or approvals required by law for the carrying out of any project contemplated by this Agreement, unless such responsibility is expressly delegated to the Contractor in the Work Order;
- The CA or his designee will review all work performed by the Contractor and provide evaluations of said work on a regular basis;

- The need for additional sweeping may be required because of storm, fire, flood, parade, public gathering, riot, or other natural or unanticipated occurrence affecting the cleanliness of the parking lots. The additional sweeping may be in lieu of or in addition to the regularly scheduled sweeping as ordered by the CA.
- The Contractor will perform other duties as required by the Director.

## **2.4 QUALITY ASSURANCE**

**2.4.1 Purpose of Standards.** The Contractor will observe, at a minimum, the standards set forth in this Section 2.4, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.

**2.4.2 Performance Standards.** The primary objective of parking lot sweeping is to remove all leaves, paper, dirt, rocks, glass, bottles, cans, sand and other debris to ensure free flow of water in the gutter and to maintain the pavement in a state of cleanliness. The CA will make the final determination as to whether the work has been satisfactorily completed. If the work has not been satisfactorily completed, the CA may direct the Contractor to re-sweep the unsatisfactorily swept area(s) not swept at all, if the area(s) can be re-swept during the same business day. If the area(s) cannot be re-swept during the same business day by the Contractor, the CA may deduct payment to the Contractor in accordance with Section 2.4.4 below.

**2.4.3 Performance Evaluation.** The County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor's deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

### **2.4.4 Contractor's Quality Control Plan.**

The Contractor shall comply with Contractor's Quality Control Plan (Form P-3), which shall be incorporated in the Contract by reference. To the extent that provisions of Contractor's Quality Control Plan are inconsistent with any other part of the Contract, they shall be ineffective.

The Contractor's Quality Control Plan shall include but not be limited to: routine inspections of the work to ensure compliance with the Plans and Specifications, approved schedules, and Contractor quality standards.

The CA will inspect the work to assure that the quality of parking lot sweeping services is in compliance with terms and conditions of this Contract. The CA may inspect by sampling the quality of the work at up to 10 random locations immediately after they are scheduled to be swept.

A "location" is generally defined as the public parking lots operated by the County of Los Angeles Department of Beaches and Harbors within the project limits as shown in Exhibit 10, Project Location Maps. A five percent deduction of payment for that day's sweeping square footage shall be assessed for each and every location that is not swept in accordance with these specifications and plans. Photos and documentation for all deficient locations will be provided to the Contractor on the working day following the inspection for all deficient locations.

The CA will use the following general guidelines to determine if the parking lot was swept properly:

- No debris shall be in or on the pavement or gutter within eight feet of the curb face. Debris includes, but is not limited to trash, grass, leaves, soil, bottles, broken glass, rocks, sand and other refuse.
- A trail of debris shall not be left along the paved road or gutter.
- An inordinate amount of debris which would indicate that the location had not been swept properly.

The Contractor shall not change the Quality Control Plan without written approval of the Director or his designee.

**2.4.5 Applicable Professional Standards to be Followed.** The Contractor and its professional staff shall exercise independent judgment and complete each assignment in accordance with the professional standards of ethics and competence which apply to maintenance services.

**2.4.6 Conflicts of Interest.** Contractor shall accept no employment which conflicts with its obligations to the County under the Contract and shall disclose any existing potential or actual conflict of interest prior to accepting an assignment.

The prohibition shall continue in effect until the later of (1) one year from the termination or expiration of this Contract or any extension period; or (2) if the Contractor has performed work for the County related to an interest of the person or entity offering employment, the prohibition on accepting employment from that person or entity shall continue until the date of execution of an agreement or other conclusion of all negotiations between the County and that person or entity.

However, at no time after termination or expiration of the Contract or any extension period may the Contractor disclose to any third person any confidential information learned or developed as a result of its work under this Contract or accept employment regarding subject matter as to which the Contractor learned or developed any confidential information as a result of employment by the County.

**2.4.7 Changes Resulting in Schedule Disruption**

During this Contract period, the Contractor shall sweep the designated parking lots in accordance with Exhibit 11. When, in the opinion of the CA, inclement weather prevents adherence to the regular sweeping schedule for two scheduled days or less in a given week, the CA may require the sweeping areas so affected to be swept prior to the next sweeping schedule.

Any such required sweeping made necessary by inclement weather shall meet the requirements of 2.4.2, Performance Standards, and shall be

performed by the Contractor at the Contract's "Unit Price" per Square footage.

When any holiday or observance as specified in the Government Code of the State of California occurs on a regular scheduled sweeping day, and said sweeping area is not swept in observance of said holiday, the subject sweeping area shall, when ordered by the CA, be swept within two working days of the regularly scheduled sweeping day without interruption in the regular sweeping schedule. Any such requested sweeping shall meet the requirements of Section 2.4.2, Performance Standards, and shall be performed by the Contractor at the Contract Unit Price per Square footage and shall not be considered additional sweeping.

In the event the Contractor is prevented from completing the sweeping, as provided in the provided/approved schedule, because of reasons other than inclement weather or holidays, the Contractor shall be required to complete the sweeping services so deferred within two calendar days without interruption in the regular sweeping schedule.

**2.4.7 Other Standards to be Followed.**

**2.4.7.1** Contractor shall meet deadlines set by CA.

**2.4.7.2** Reports required by the Contract or any Work Order shall be completed on time.

**2.4.7.3** Contractor's employees shall appear on time for meetings and presentations and conduct themselves professionally.

**2.4.7.4** Hourly services shall be accurately reported.

**2.4.7.5** Calls of County agents, employees, and contractors shall be returned promptly in accordance with Section 2.1.4.

**2.4.7.6** Insurance shall never be allowed to lapse. Proof of insurance shall comply with Contract requirements in all respects, including but not limited to state authorization of insurer, presence of each required coverage, and policy limits.



**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
CONTRACT FOR PARKING LOT SWEEPING**

**PART THREE – STANDARD CONTRACT TERMS AND CONDITIONS**

**3.1 LIMITATION OF COUNTY'S OBLIGATION IN CASE OF NONAPPROPRIATION OF FUNDS**

**3.1.1** The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract. All funds for payment after June 30th of any fiscal year are subject to County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

**3.1.2** In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the services shall be terminated as of June 30th of the last fiscal year for which funds were appropriated.

**3.2 NONDISCRIMINATION IN EMPLOYMENT**

**3.2.1** The Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin. Such action shall include, by way of example without limitation: employment; upgrading; recruitment or recruitment advertising; demotion or transfer; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**3.2.2** The Contractor certifies and agrees that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by the employer without regard to or because of race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin, and in compliance with all antidiscrimination laws of the United States of America and the State of California.

**3.2.3** The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin.

**3.2.4** The Contractor shall allow the County access to its employment records during regular business hours to verify compliance with these provisions when requested by the County.

**3.2.5** If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to terminate the Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of the Contract have been violated, a final determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated state or federal antidiscrimination laws shall constitute a finding on which the County may conclusively rely that the Contractor has violated the antidiscrimination provisions of the Contract.

**3.2.6** The parties agree that in the event the Contractor violates the antidiscrimination provisions of the Contract, the County shall at its option be entitled to a sum of five hundred dollars (\$500) pursuant to Section 1671 of the California Civil Code as damages in lieu of terminating the Contract.

**3.3 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS.** The Contractor hereby assures it will comply with all applicable federal and state statutes to the end that no person shall, on the grounds of race, religion, ancestry, color, sex, age, physical disability, marital status, political affiliation or national origin, be excluded from participation in, be denied the benefits of, nor be otherwise subjected to discrimination under the Contract or under any project, program, or activity supported by the Contract.

**3.4 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

**3.4.1** The Contractor agrees to comply with all applicable federal, state, County and city laws, rules, regulations, ordinances, or codes, and all provisions required by these laws to be included in the Contract are incorporated by reference.

**3.4.2** The Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of foreign nationals; that all persons performing the Contract work are eligible for employment in the United States; that it has secured and retained all required documentation verifying employment eligibility of its personnel; and that it shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

**3.4.3** The Contractor agrees to indemnify and hold the County harmless from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations or ordinances.

**3.5 GOVERNING LAW.** The Contract shall be construed in accordance with and governed by the laws of the State of California.

**3.6 COVENANT AGAINST CONTINGENT FEES**

**3.6.1** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies under contract with the Contractor for the purpose of securing business.

**3.6.2** The County shall have the right to terminate the Contract for a breach of this warranty, and, at its sole discretion, recover from the Contractor by way of such means as may be available the full amount of any commission, percentage, brokerage or contingent fee paid.

**3.7 TERMINATION FOR IMPROPER CONSIDERATION**

**3.7.1** The County may, by written notice to the Contractor, immediately terminate the right of

the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

**3.7.2** Among other items, such improper consideration may take the form of cash, discounts, services, tangible gifts or the provision of travel or entertainment.

**3.7.3** The Contractor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

**3.8 INDEMNIFICATION.** The Contractor shall indemnify, defend and hold harmless the County and its Special Districts, elected and appointed officers, employees and agents ("County") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Contractor's operations or its services, which result from bodily injury, death, personal injury, or property damage (including damage to Contractor's property). Contractor shall not be obligated to indemnify for liability and expense ensuing from the active negligence of the County.

**3.9 INSURANCE**

**3.9.1 General Insurance Requirements.** Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-

insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

**3.9.2 Evidence of Insurance.** Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Department of Beaches and Harbors, Contract Section, 13837 Fiji Way, Marina del Rey CA 90292 prior to commencing services under this Contract. Such certificates or other evidence shall:

- (1) Specifically identify this Contract;
- (2) Clearly evidence all coverages required in this Contract;
- (3) Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- (5) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

**3.9.3 Insurer Financial Rating.** Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by the County.

**3.9.4 Failure to Maintain Coverage.** Failure by the Contractor to maintain the required insurance or to provide evidence of insurance coverage acceptable to the County shall constitute a material breach of the Contract upon which the County may immediately

terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage and, without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

**3.9.5 Notification of Incidents, Claims or Suits.** Contractor shall report to County:

- (1) Any accident or incident related to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence;
- (2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract;
- (3) Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County CA; and
- (4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract.

**3.9.6 Compensation for County Costs.** In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, Contractor shall pay full compensation for all costs incurred by the County.

**3.9.7 Insurance Coverage Requirements for Subcontractors.** Contractor shall ensure any and all Subcontractors performing services under this Contract meet insurance requirements of this Contract by either Contractor providing evidence to the CA of insurance covering the activities of Subcontractors, or Contractor providing evidence to the CA submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

**3.9.8 Insurance Coverage Requirements.**

The Contractor shall maintain the insurance coverages specified in this Section 3.9.8 in the amounts specified.

**3.9.8.1** General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate: \$2 million

Products/Completed Operations  
Aggregate: \$1 million

Personal & Advertising Injury: \$1 million

Each Occurrence: \$1 million

**3.9.8.2** Automobile liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

**3.9.8.3** Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, the above insurance also shall include employers' liability coverage with limits of not less than the following:

Each Accident: \$1 million

Disease – policy limit: \$1 million

Disease – each employee: \$1 million

**3.9.8.4 Professional Liability.** Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

**3.10 STATUS OF CONTRACTOR'S EMPLOYEES; INDEPENDENT STATUS OF CONTRACTOR**

**3.10.1** Contractor shall at all times be acting as an independent contractor. The Contract is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between the County and Contractor.

**3.10.2** Contractor understands and agrees that all of Contractor's personnel who furnish services to the County under the Contract are employees solely of Contractor and not of County for purposes of Workers' Compensation liability.

**3.10.3** Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to Contractor's personnel for injuries arising from or connected with the performance of the Contract.

**3.11 RECORD RETENTION AND INSPECTION**

**3.11.1** The Contractor agrees that the County or any duly authorized representative shall have the right to examine, audit, excerpt, copy or transcribe any transaction, activity, time card, cost accounting record, financial record, proprietary data or other record pertaining to the Contract. Contractor shall keep all such material for four years after the completion or termination of the Contract, or until all audits are complete, whichever is later.

**3.11.2** If any such records are located outside the County of Los Angeles, the Contractor shall pay the County for travel and per diem costs connected with any inspection or audit.

**3.12 AUDIT SETTLEMENT**

**3.12.1** If, at any time during the term of the Contract or at any time after the expiration or termination of the Contract, authorized representatives of the County conduct an audit of the Contractor regarding performance of the Contract and if such audit finds that the County's obligation for the Contract payment is less than the payments made by the County to the Contractor, then the Contractor agrees that the difference shall be either paid forthwith by the Contractor, or at the Director's option, credited

to the County against any future Contract payments.

**3.12.1.1** If such audit finds that the County's obligation for the Contract payment is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County, provided that in no event shall the County's maximum obligation under the Contract exceed the funds appropriated by the County for the purpose of the Contract.

**3.13 VALIDITY.** The invalidity in whole or in part of any provision of the Contract shall not void or affect the validity of any other provision.

**3.14 WAIVER.** No waiver of a breach of any provision of the Contract by either party shall constitute a waiver of any other breach of the provision. Failure of either party to enforce a provision of the Contract at any time, or from time to time, shall not be construed as a waiver of the provision or any other provision. The Contract remedies shall be cumulative and additional to any other remedies in law or in equity.

### **3.15 DISCLOSURE OF INFORMATION**

**3.15.1** The Contractor shall not disclose any details in connection with the Contract or any work performed under the Contract to any third party, except as may be required by law or as expressly authorized in writing by the Director.

**3.15.2** However, recognizing the Contractor's need to identify its services and clients, the Contractor may publicize the Contract work, subject to the following limitations:

(1) All publicity shall be presented in a professional manner.

(2) The name of the County shall not be used in commercial advertisements, press releases, opinions or featured articles, without the prior written consent of the Director. The County shall not unreasonably withhold written consent, and approval by the County shall be deemed to have been given in the absence of objection by the County within two (2) weeks after receipt by the CA of the material submitted by the Contractor for approval by the County.

(3) The Contractor may list the County in any other proposal submitted in response to a request for proposals or bids from a third party without prior written permission of the County.

### **3.16 COUNTY'S REMEDIES FOR DEFAULT**

**3.16.1** If the Contractor fails to perform the Contract work in accordance with the covenants, terms and conditions of the Contract or fails to comply with any other material covenant, term or condition of the Contract, the County may, by written notice of default to the Contractor, terminate the whole or any part of the Contract. Nothing in this Section 3.16 shall prevent the County from recovering any and all damages arising from the default. The County may elect not to terminate the Contract without waiving its right to such recovery.

**3.16.2** Contractor shall have ten (10) calendar days from written notification of default in which to cure the default. The County, in its sole discretion, may by written notice allow a longer or additional period for cure.

**3.16.3** If the Contractor does not cure the default within the time specified by the notice of default or written extension of time, the Contract shall be terminated. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall be transferred immediately to the County.

**3.16.4** In the event the County terminates the Contract in whole or in part for the Contractor's default, the County may procure replacement services from a third party or by County's employees upon such terms and in such manner as the County deems appropriate. The Contractor shall be liable to the County for any excess costs arising from the use of replacement services. Excess costs shall consist of those costs incurred by the County in procuring replacement services, which exceed the costs the County would have been obligated to pay the Contractor for the services in question. The Contractor shall continue performance of any part of the Contract work not terminated.

**3.16.5** Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control

and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the federal and state governments in their sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather. If the failure to perform is caused by the default of a Subcontractor arising from causes beyond the control of both Contractor and Subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the Contractor had sufficient time to obtain performance from another party.

**3.16.6** If, after termination, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Contract were terminated pursuant to Section 3.18 (Termination for Convenience of the County).

**3.16.7** The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

### **3.17 DEFAULT FOR INSOLVENCY**

**3.17.1** Notwithstanding the provisions of Section 3.16, the County may cancel the Contract for default without giving the Contractor written notice of default and time to cure upon the occurrence of any of the following events:

(1) The Contractor becomes insolvent. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, whether it has filed for federal bankruptcy protection and whether it is insolvent within the meaning of the federal bankruptcy law.

(2) The filing of a voluntary petition to have the Contractor declared bankrupt.

(3) The appointment of a receiver or trustee for the Contractor.

(4) The execution of the Contractor of an assignment of the Contract for the benefit of creditors.

**3.17.2** The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any rights and remedies provided by law or under the Contract.

### **3.18 TERMINATION FOR CONVENIENCE OF THE COUNTY**

**3.18.1** The performance of the Contract work may be terminated in whole or in part from time to time when such action is deemed by the County to be in its best interest, subject to delivery to the Contractor of a ten (10) day advance notice of termination specifying the extent to which the Contract work is terminated, and the date upon which such termination becomes effective. After receipt of a notice of suspension of performance or termination, the Contractor shall stop the Contract work on the date and to the extent specified in the notice.

**3.18.2** County may suspend performance or terminate the Contract without liability for damages if County is prevented from performing by reasons beyond its control, including but not limited to operation of laws, acts of God, and official acts of local, state, or federal authorities.

**3.18.3** The County and Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this section, which amount may include a reasonable allowance for profit on the Contract work that has been performed and has not been paid, provided that such amount shall not exceed the total obligation to pay for the Contract work performed as reduced by the amount of Contract payments otherwise made.

**3.18.4** The Contractor shall make available to the County, for a period of four (4) years after Contract termination, at all reasonable times, at the office of the Contractor, all books, records, documents, or other evidence bearing on the costs and expenses of the Contractor in respect to the termination under this section of the Contract work. In the event records are located outside the County of Los Angeles, the Contractor will pay the County for traveling and per diem costs connected with the inspection or audit.

**3.19 NOTICE OF DELAY.** Except as otherwise provided, when either party knows of

any fact that will prevent timely performance of the Contract, that party shall give notice, including all relevant information, to the other party within five days.

**3.20 NOTIFICATION.** Except as otherwise provided by the Contract, notices desired or required to be given by law or under the Contract may, at the option of the party giving notice, be given by enclosing a written notice in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States mail. Any such notice shall be addressed to the Contractor at the address shown for the Contractor in the Proposal or such other place designated in writing by the Contractor. Notice to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292, or such other place as the Director may designate in writing.

### **3.21 CONFLICT OF INTEREST**

**3.21.1** The Contractor represents and warrants the statements set forth in the conflict of interest certification of its Proposal are true and correct.

**3.21.2** The Contractor further agrees that anyone who is an employee or former employee of the County at the time of execution of the Contract by the Board of Supervisors and who subsequently becomes affiliated with the Contractor in any capacity shall not perform the Contract work or share in the Contract's profits for a period of one (1) year from the date of termination of the employee's employment with the County.

**3.21.3** The County shall have the right to terminate the Contract for a breach by the Contractor of either its warranty or promise on the absence of the prohibited conflicts of interest.

### **3.22 DELEGATION AND ASSIGNMENT**

**3.22.1** The Contractor may not delegate its duties or assign its rights under the Contract, either in whole or in part, without the written prior consent of the Director. Any delegation of duties or assignment of rights under the Contract without the expressed written consent of the County shall be null and void and shall

constitute a breach for which the Contract may be terminated.

**3.22.2** Any delegation of duties or assignment of rights (including but not limited to a merger, acquisition, asset sale and the like) shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall include all information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work pursuant to Section 3.23.

### **3.23 SUBCONTRACTING**

**3.23.1** Performance of the Contract work may not be subcontracted without the express written consent of the Director or authorized representative. Any subcontract of the Contract work without the express written consent of the Director or authorized representative shall be null and void and shall constitute a breach for which the Contract may be terminated.

**3.23.2** The Contractor's request to the Director for approval to enter into a subcontract of the Contract work shall include:

- (1) A description of the work to be performed by the Subcontractor;
- (2) Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected, including the degree of competition in the selection process;
- (3) The proposed subcontract amount, together with the Contractor's cost or price analysis; and
- (4) A copy of the proposed subcontract.

**3.23.3** In the event the Director or authorized representative should consent to a subcontract for the performance of the Contract work, the terms and conditions of the Contract shall be made expressly applicable to the work that is to be performed by the Subcontractor.

**3.23.4** In the event the Director or authorized representative should consent to a subcontract, the Contractor shall provide in the approved subcontract an agreement that the work of the Subcontractor is pursuant to the terms of a prime contract with the County of Los Angeles,

and that all representations and warranties shall inure to the benefit of the County of Los Angeles.

**3.23.5** Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts shall not relieve the Contractor from performing the Contract work in accordance with the terms and conditions of the Contract. Approval of any subcontract by the County shall not be construed as effecting any increase in the compensation to be paid for the Contract work.

**3.23.6** Any later modification or amendment of the subcontract shall be approved in writing by the Director or authorized representative before such modification or amendment is effective.

### **3.24 CHANGES AND AMENDMENTS**

**3.24.1** Except as provided in this Section 3.24, renewals and other modifications of this Contract shall be in writing and shall be executed by the parties and approved by the Board in the same manner as the Contract.

**3.24.2** A change which does not materially effect the scope of work, period of performance, compensation, method of payment, insurance or other material term or condition of the Contract shall be effective upon the Director or his authorized representative and the Contractor signing an amendment or other writing reflecting a modification of the Contract.

**3.24.3** The Director or authorized representative may, in his or her sole discretion, grant the Contractor extensions of time for performance of the work where such extensions do not materially effect the work. Such extensions shall not be deemed to extend the term of the Contract.

**3.25 PROPRIETARY RIGHTS.** All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by the Contractor under the Contract are the property of the County, and the Contractor agrees to take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this paragraph shall survive the expiration or other termination of the Contract.

**3.26 TIME.** Except as specifically otherwise provided in the Contract, time is of the essence in the performance of the Contract work and all terms and conditions of the Contract with respect to such performance shall be construed.

**3.27 AUTHORIZATION.** The Contractor represents and warrants that its signatory to the Contract is fully authorized to obligate the Contractor for performance of the Contract work, and that all necessary acts to the execution of the Contract have been performed.

### **3.28 COMPLIANCE WITH COUNTY LOBBYING REQUIREMENTS**

**3.28.1** The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160.

**3.28.2** Failure on the part of the Contractor or any County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend the Contract notwithstanding the opportunity to cure otherwise made available under Section 3.16.

### **3.29 CONSIDERATION OF HIRING COUNTY EMPLOYEES ON A REEMPLOYMENT LIST OR TARGETED FOR LAYOFFS**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this agreement.

### **3.30 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT**

Should the Contractor require additional or replacement personnel after the effective date of



the agreement, contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN/GROW participants, by job category, to Contractor.

### **3.31 COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

**3.31.1 Contractor's Warranty of Adherence to County Child Support Compliance Program.** Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (41 USC Section 653a) and California Unemployment Insurance Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**3.31.2 Termination for Breach of Warranty to Maintain Compliance with County Child Support Compliance Program.** Failure of Contractor to maintain compliance with the requirements set forth in the preceding Section 3.31.1 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the

County Board of Supervisors may terminate this Contract pursuant to Section 3.16 "County's Remedies for Default."

**3.31.3 Voluntary Posting of "Delinquent Parents" Poster.** Contractor acknowledges that County places a high priority on the enforcement of child support laws and apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County Child Support Services Department will supply Contractor with the poster to be used.

### **3.32 COMPLIANCE WITH LIVING WAGE PROGRAM**

**3.32.1 Living Wage Program.** This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program ("Program") as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit 10 and incorporated by reference into and made a part of the Contract.

#### **3.32.2 Payment of Living Wage Rates.**

**3.32.2.1** Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Program (Section 2.201.090 of the County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County under the Contract:

(a) Not less than \$9.46 per hour if, in addition to the per-hour wage, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

(b) Not less than \$8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services

Community Health Plan. If, at any time during the Contract, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.

**3.32.2.2** For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for the County under the Contract. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full time.

**3.32.2.3** If Contractor is required to pay a living wage when the Contract commences, Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.

**3.32.2.4** If Contractor is not required to pay a living wage when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement, and Contractor shall immediately notify County if Contractor at any time either comes within the Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Program. Unless

Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

**3.32.3 Contractor's Submittal of Certified Monitoring Reports.** Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County, or any other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

**3.32.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims.**

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's Contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

**3.32.5 County Auditing of Contractor Records.** Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at Contractor's place of business, any of Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

**3.32.6 Notifications to Employees.** Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate into Spanish and any other language spoken by a significant number of Employees the posters and handouts.

**3.32.7 Enforcement and Remedies.** If Contractor fails to comply with the requirements of this Section, the County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

**3.32.7.1 Remedies For Submission of Late or Incomplete Certified Monitoring Reports.** If Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

**(a) Withholding of Payment.** If Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

**(b) Liquidated Damages.** It is mutually understood and agreed that

Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

**(c) Termination.** Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

**3.32.7.2 Remedies for Payment of Less Than the Required Living Wage.** If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

**(a) Withholding Payment.** If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. The County may withhold said amount until Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation

**(b) Liquidated Damages.** It is mutually understood and agreed that Contractor's failure

to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

**(c) Termination.** Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

**3.32.8 Debarment.** In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

**3.32.9 Use of Full-Time Employees.** Contractor shall assign and use full-time employees of Contractor to provide services under the Contract unless Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. Contractor submitted with its proposal a full time employee staffing plan. If Contractor changes its full time employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to the County.

**3.32.10 Contractor Retaliation Prohibited.** Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract

benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this paragraph may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

**3.32.11 Contractor Standards.** During the term of the Contract, Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, Contractor shall demonstrate to the satisfaction of the County that Contractor is complying with this requirement.

**3.32.12 Neutrality in Labor Relations.** Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

### **3.33 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

**3.33.1** The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification Form P-11, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

**3.34 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

**3.34.1** A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

**3.34.2** The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

**3.34.3** The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County or a nonprofit corporation created by the County; (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County or any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

**3.34.4** If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

**3.34.5** The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the

hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

**3.34.6** After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

**3.34.7** If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determinations to reduce the period of debarment or terminate the debarment. The County may, in its sole discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) an other reason that is in the best interest of the County.

**3.34.8** The Contractor Hearing Board will consider a request for review of debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a

debarment hearing. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the processed decision and recommendation of the Contractor Hearing Board.

**3.349** These terms shall also apply to Subcontractors of County Contractors.

**3.35 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX CREDIT.** Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the federal Earned Income Tax Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit 2).

**3.36 CONTRACTOR TO USE RECYCLED PAPER.** Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on all work performed under this Contract.

**3.37 COMPLIANCE WITH JURY SERVICE PROGRAM**

**3.37.1 Jury Service Program.** This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

**3.37.2 Written Employee Jury Service Program.**

**3.37.2.1** Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis,

no less than five days regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

**3.37.2.2** For purposes of this section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for the County under this Contract, the Subcontractor shall also be subject to the provisions of this section. The provisions of this section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

**3.37.2.3** If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

**3.37.2.4** Contractor's violation of this section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

Contractor. This provision shall survive the expiration or other termination of this Contract.

### **3.38 SAFELY SURRENDERED BABY LAW**

**3.38.1 Notice to Employees Regarding the Safely Surrendered Baby Law.** The Contractor shall notify and provide to its employees, and require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit 6 of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**3.38.2 Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law.** The Contractor acknowledges that the County places high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

### **3.39 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF A CONTRACT**

Contractor shall have no claim against County for payment of money or reimbursement of any kind whatsoever for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the County Mayor and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year set forth below.

CleanStreet, A California Corporation

By:   
Jere Costello, Chief Executive Officer

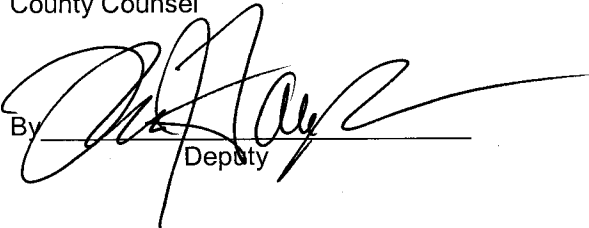
By \_\_\_\_\_  
Mayor, Board of Supervisors

SACHI A. HAMAI  
Executive Officer-Clerk of  
the Board of Supervisor

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By   
Deputy





# CleanStreet

Cleaning Your Environment

June 7, 2006

Contracts Section / Ms. Susy Orellana  
Parking Lot Sweeping RFP  
Department of Beaches and Harbors  
13837 Fiji Way  
Marina del Rey, CA 90292

RE: **PROPOSAL FOR PARKING LOT SWEEPING**

Dear Ms. Orellana,

Enclosed is our proposal for providing cleaning services for parking lots operated by the Department of Beaches and Harbors.

Our proposal contemplates complete compliance with your specifications.

We thank you for the opportunity to provide this proposal.

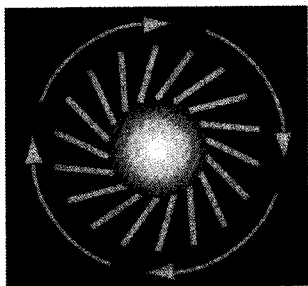
I hope we can be of service.

I welcome your questions.

Sincerely,  
CLEANSTREET

*Jerry Costello*  
Chief Executive Officer  
Cell: (310) 740-1602

JC:seg



# **CleanStreet**

Cleaning Your Environment

**Street Sweeping**

**Sidewalk & Bus  
Stop Cleaning**

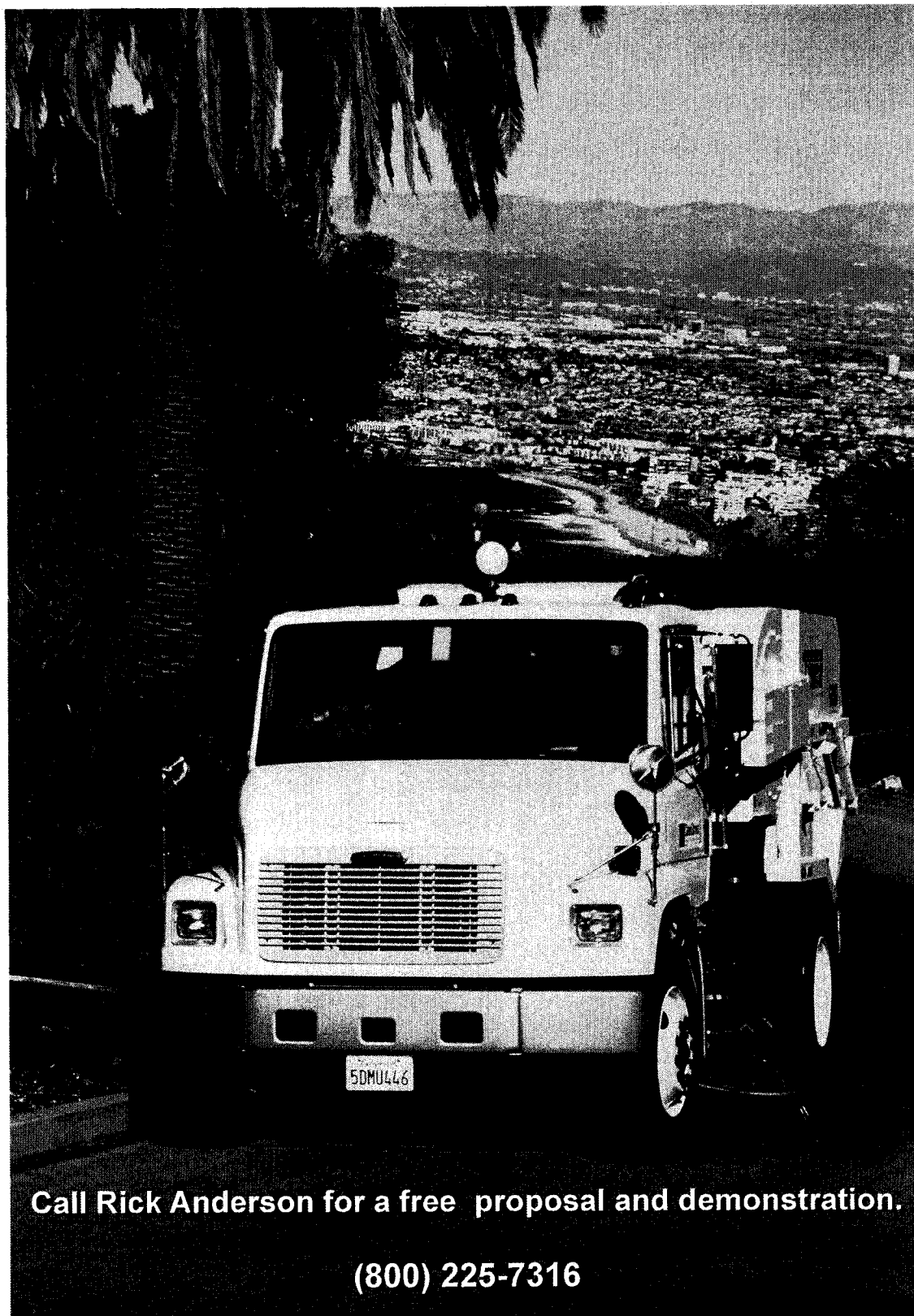
**Graffiti Removal**

**Parking Surface  
Degreasing &  
Sweeping**

**Storm Water  
System  
Cleaning**

**Construction  
Cleanup**

**Special Event  
Cleaning**



**Call Rick Anderson for a free proposal and demonstration.**

**(800) 225-7316**

**REQUEST FOR PROPOSALS—PARKING LOT SWEEPING  
OFFER TO PERFORM and PRICE PROPOSAL**

**Proposer:**

Name CleanStreet  
Address 1937 W. 169th Street  
Gardena, CA 90247  
  
Phone (800) 225-7316 Fax (310) 538-58015

**To:** Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to manage parking lot sweeping at various beach parking lots, to be performed from date of Board approval to June 30, 2009, and at the option of the Director the term may be extended for two additional, consecutive, optional Contract Years. The two one-year options shall be exercised separately in succession.

The compensation for Proposer's services shall be in accordance with the hourly rates set forth for such work on page 2, subject to the limitations provided in the Contract. The proposal is subject to the following additional conditions:

*(Conditions that reject, limit or modify required terms and conditions of the Contract may cause rejection.)*

This offer shall be irrevocable for a period of 120 days after the final date for submission.

Proposer is a(n): ☐ individual ☒ corporation ☐ partnership or joint venture  
☐ limited liability company ☐ other:

State of organization: California Principal place of business: Gardena

Out of state vendor's authorized agent for service of process in California:

Name N/A Address \_\_\_\_\_ Phone \_\_\_\_\_

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

<u>Jere Costello, CEO (800) 225-7316</u>	<u>Rick Anderson, Secretary (800) 225-7316</u>
Name _____ Title _____ Phone _____	Name _____ Title _____ Phone _____

Dated: June 6, 2006 Proposer's signature: 

Jere Costello, CEO (800) 225-7316  
Name \_\_\_\_\_ Title \_\_\_\_\_ Phone \_\_\_\_\_

**PRICE PROPOSAL (County of Los Angeles Living Wage Program)**

Fill in all of the un-shaded boxes. This chart will be used for a variety of purposes as follows:

- The "Hourly Wage/Staff Position" column should reflect actual hourly wages paid, which the County will use to judge whether the Proposer complies with the County Living Wage Program (Exhibit 7).
- The "Other Personnel" rows should coincide with the positions described in the Staffing Plan (Form P-2). If one hourly wage will be paid to all staff (despite different positions, i.e. Site Supervisors, Contract Representative) performing the work, please indicate this in each field per contract position. The County will use to judge whether the Proposer complies with the County Living Wage Program

CONTRACT STAFF POSITION	HOURLY WAGE/ STAFF POSITION
PARKING LOT SWEEPER	\$10.00 to 14.00
OTHER PERSONNEL:	
1. Site Supervisor	\$15.00 to 20.00
2. Contract Representative	\$30.00 +
3.	\$
4.	\$
5.	\$
6.	\$
7.	\$
	\$

**PRICE PROPOSAL (Cost Breakdown per Parking Lot)**

Fill in all blank boxes. This chart will be used for cost evaluation purposes as follows:

The cost per square foot should factor in all direct costs, as well as proportional amounts of overhead, profit and support-staff costs. This price will be used for **Proposed Price** evaluation purposes. The Total Annual Cost should equal the Proposer's expected compensation for providing the services as required by Attachment A, Part 2, Statement of Work.

- Please refer to Exhibit 11 for supplemental information on the parking lots, square footage, and schedule.

PARKING LOT ID	COST PER SQUARE FOOT (A)	APPROXIMATE SQUARE FOOTAGE (B)	SCHEDULE/ HOURS	ANNUAL FREQUENCY PER SCHEDULE*	ANNUAL COST PER LOT (A X B X C)
AA	\$ 0.001	55,200	B / 12 am -8am	52	\$ 2,870.40
BB	\$ 0.001	24,800	C / 12 am -8am	65	\$ 1,612.00
CC	\$ 0.001	102,020	C / 12 am -8am	65	\$ 6,631.30
DD	\$ 0.001	81,800	C / 12 am -8am	65	\$ 5,317.00
EE	\$ 0.001	31,080	C / 12 am -8am	65	\$ 2,020.20
FF	\$ 0.001	30,950	C / 12 am -8am	65	\$ 2,011.75
GG	\$ 0.001	57,600	C / 12 am -8am	65	\$ 3,744.00
HH	\$ 0.001	40,430	C / 12 am -8am	65	\$ 2,627.95
II	\$ 0.001	62,550	C / 12 am -8am	65	\$ 4,065.75
JJ	\$ 0.001	101,760	C / 12 am -8am	65	\$ 6,614.40
KK	\$ 0.001	32,180	C / 12 am -8am	65	\$ 2,091.70
LL	\$ 0.001	24,790	C / 12 am -8am	65	\$ 1,611.35
MM	\$ 0.001	39,900	C / 12 am -8am	65	\$ 2,593.50
NN	\$ 0.001	82,900	C / 12 am -8am	65	\$ 5,388.50
OO	\$ 0.001	109,200	C / 12 am -8am	65	\$ 7,098.00
PP	\$ 0.001	35,700	B / 12 am -8am	52	\$ 1,856.40
QQ	\$ 0.001	48,300	B / 12 am -8am	52	\$ 2,511.60
RR	\$ 0.0008	41,330	A / 12 am -8am	78	\$ 2,578.99
SS	\$ 0.0008	146,430	A / 12 am -8am	78	\$ 9,137.23
TT	\$ 0.0008	167,800	A / 12 am -8am	78	\$ 10,470.72
UU	\$ 0.0008	268,000	A / 12 am -8am	78	\$ 16,723.20
VV	\$ 0.0008	86,150	A / 6 am -9am	78	\$ 5,375.76
WW	\$ 0.0008	148,300	A / 6 am -9am	78	\$ 9,253.92
XX	\$ 0.0008	104,300	A / 6 am -9am	78	\$ 6,508.32
YY	\$ 0.0008	16,950	A / 12 am -8am	78	\$ 1,057.68
ZZ	\$ 0.0008	22,720	A / 12 am -8am	78	\$ 1,417.73
AB	\$ 0.0008	123,860	A / 12 am -8am	78	\$ 7,728.86
AC	\$ 0.0008	115,700	A / 12 am -8am	78	\$ 7,219.68
AD	\$ 0.0008	120,330	A / 12 am -8am	78	\$ 7,508.59
AE	\$ 0.0008	213,550	A / 12 am -8am	78	\$ 13,325.52
AF	\$ 0.0008	42,050	A / 12 am -8am	78	\$ 2,623.92
AG	\$ 0.0008	163,000	A / 7 am -9am	78	\$ 10,171.20
<b>TOTAL ANNUAL COST</b>					\$ 171,767.13

**SWEEPING SCHEDULE A:**

Monday, Wednesday, Friday (FROM JULY 1 THROUGH SEPTEMBER 30) • Monday (FROM OCTOBER 1 THROUGH JUNE 30)

**SWEEPING SCHEDULE B:**

Monday (ALL YEAR ROUND)

**SWEEPING SCHEDULE C:**

Monday, Friday (FROM JULY 1 THROUGH SEPTEMBER 30) • Monday (FROM OCTOBER 1 THROUGH JUNE 30)

\* Frequency per Schedule is based on an average number of calendar days per year

### STAFFING PLAN

1. **STAFFING PLAN:** Provide the requested information about principals, key employees and subcontractors. Attach each person's resume.

Name	Relationship to Proposer	Job Title	Responsibilities
Jere Costello		CEO & Founder	Oversees administration
Rick Anderson		Secretary Business Development	Contract administration
Chase Harris		Operations Manager	Operations, heavy equipment
Andrew Jacoby		Human Resources	Loss prevention, safety, public relations
Pearl Cortez		Dispatcher	Handles complaints, special instructions
Nita Metz		Accountant	Billing, reports

2. **SUPERVISORS:** List staff to would be assigned supervisory positions relevant to performance of the work upon award of this contract.

Name	Title	Specialty/Trade
Carl Grimes	Supervisor	
Gilbert Perez	Supervisor	

## SUPPLEMENT TO STAFFING PLAN

**This chart will be used for a variety of purposes as follows:**

- The first three columns (relating to "Annual Hours") represent the number of hours required to provide the level of sweeping services required by the Contract for the sweeper operators, supervisor, and contract representative categories.
- The fourth column ("Total Annual Hours") should reflect the total hours required to perform the sweeping services.
- The second-to-last column ("Hourly Wage") should reflect the hourly wages for sweepers, supervisors, contractor representative and any other personnel with benefits and other direct costs listed in the rows provided.
- The last column ("Contractor's Annual Cost") will be used to substantiate the Proposal Price for evaluation purposes. The total should include equipment, debris disposal, supplies, overhead, and profit and should equal the Proposer's expected compensation for providing the services as required by the Staffing Plan.

	ANNUAL HOURS MONDAY	ANNUAL HOURS WEDNESDAY	ANNUAL HOURS FRIDAY	TOTAL ANNUAL HOURS	HOURLY WAGE	CONTRACTOR'S ANNUAL COST
SWEEPER 1	520	130	130	780	10-14	\$14,000+
SWEEPER 2	520	130	130	780	10-14	\$14,000+
SWEEPER 3	520		130	650	10-14	\$12,000 +
SWEEPER 4						
TOTAL SWEEPER HOURS	1560	260	390	2210		
SUPERVISOR				156	\$20	\$3,120
CONTRACTOR REPRESENTATIVE				12	\$30	\$360
OTHER PERSONNEL					\$	\$
HEALTH PLAN						\$2,000
OTHER BENEFITS, IF ANY						\$
EQUIPMENT Fuel Et Al					\$40.00	\$88,400
DEBRIS DISPOSAL FEES						\$18,000
SUPPLIES						\$0
OTHER EXPENSES & OVERHEAD						\$7,000
PROFIT						\$12,887.13
TOTAL ANNUAL COST TO COUNTY						\$171,767.13

## **2. STAFFING PLAN**

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### **STAFF TO BE UTILIZED:**

This work will be performed with two employees during winter months and three to four employees during summer months.

### **PROPOSER'S ABILITY AND RESOURCES:**

CleanStreet has been in business for over 30 years.

We presently serve over 63 municipalities.

We own and operate a fleet of over 80 full size street sweepers.

We have over 70 well trained sweeper operators.

We have 12 mechanics and helpers that repair and maintain street sweepers.

Our headquarters is nearby in Gardena, California.

### **HOW OUR EXPERIENCE IS RELATED TO THIS CONTRACT:**

All of our clients require work similar to that required by the Department of Beaches and Harbors.

We are familiar with virtually all of the issues that routinely arise when providing these kinds of services.

We are expert at resolving problems and providing quality service.

### **STAFF TO BE ASSIGNED:**

1. Four experienced sweeper operators.
2. One supervisor, Gilbert Perez.
3. One contract administrator, Rick Anderson.



## 2. STAFFING PLAN

### **RESUMES:**

#### ***Jere Costello, CEO and Founder since 1961***



Is the CEO and Founder of CleanStreet. He is active in the day-to-day operations. His primary focus is providing his employees the tools, training and direction they need to do a good job. As a sole owner, Mr. Costello has no shareholders.

Mr. Costello attended California State University at Long Beach and graduated from Northrop School of Law in 1980.

#### ***Rick Anderson, Director of Business Development since 1989***



Mr. Anderson is a graduate of USC and Southwestern University School of Law. Rick has the responsibility of understanding the clients' requirements and then determines the staffing requirements, the equipment requirements and the best method and approach to meet the clients' needs. Rick has over 15 years of experience in this capacity.

#### ***Andrew Jacoby, Human Resources & Loss Prevention since 1988***



Mr. Jacoby graduated from Catholic University in Washington D.C. in 1988. Mr. Jacoby worked for the company from 1988 1991, where he was responsible for accounts management and overseeing personnel. In March 2003, Mr. Jacoby came back to work at CleanStreet and is now responsible for Human Resources, Safety, and Loss Prevention. Andrew would handle any serious complaint or problem that arises.

#### ***Chase Harris, Operations Manager since 1993***



Chase Harris graduated from the University of Arizona in 1994 and has worked at the Company for 12 years. Mr. Harris is responsible for overseeing all maintenance and repairs of equipment. He also plays a supporting role for Andrew Jacoby. Either Chase or Andrew is available at all times to handle complaints or problems.

## 2. STAFFING PLAN

### ***Nita Metz, Accounting Manager since 2002***



Ms. Metz attended California State University at Dominguez Hills and El Camino Junior College, where she focused on Business Administration and Liberal Studies. Ms. Metz obtained her Bachelors of Science degree in Business Administration, 2006, at University of Phoenix. Ms. Metz is the head of our Accounting Department. Nita is expert at all matters of billing.

### ***Perla Cortez, Lead Dispatcher since 2002***



Ms. Cortez has worked for the Company for three years. During her tenure with CleanStreet, Ms. Cortez demonstrates a comprehensive geographical knowledge of the areas and possesses excellent computer and communication skills. She possesses an outgoing and friendly personality as she interfaces with clients to meet their frequent deadlines in coordinating routes to drivers accordingly. Ms. Cortez is committed to providing quality, and on-time service.

She is available at all times to receive special directions or resolve complaints.

### ***Jese Hernandez, Dispatcher since 2006***

Picture not  
available

Mr. Hernandez recently joined CleanStreet in the early part of the year of 2006. He offers a high degree of professionalism and strong ethical behavior. Mr. Hernandez is reliable, and has a positive attitude coupled with a great sense of urgency. He works effectively with his vast knowledge of computer skills and can read and understand street maps and complex mapping software.

He is available at all times to receive special directions or resolve complaints.

### **3. QUALITY CONTROL PROGRAM**

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#### **INTRODUCTION:**

CleanStreet has been built on a solid reputation of competence, punctuality, integrity and courtesy.

Our primary clients are municipalities with posted no parking schedules that must be met religiously or we all have to face the wrath of disappointed residents.

As a consequence, we strive for perfection in our punctuality and dependability. We have been rewarded with the loyalty of our clients.

Our clients appreciate that they do not receive complaints when we are the service provider.

***There are six key components to providing the highest quality of services:***

#### **1. Operator Training:**

- Our street sweeper operator training program lasts two to four weeks. New operators are evaluated by veteran drivers and the regional driver supervisor. During the Introductory Period, trainees are evaluated on safety, performance and progress. Drivers in the training program must pass multiple tests before they are permitted to work alone. Approximately one out of every three trainees is offered permanent employment.
  - a. Pre-employment requirements for all trainees include:
    1. Clean driving record, verified by current copy of Department of Motor Vehicles H5 printout
    2. No accidents
    3. Strong references
    4. Pre-employment work comp history search
    5. Pre-employment drug testing

#### **2. Equipment:**

- We will provide these skilled operators with new model equipment that is in excellent operating condition and appearance.
- CleanStreet equips its trucks with Global Positioning Satellite (GPS) system. All of the real-time data is monitored by CleanStreet's dispatchers. This permits CleanStreet to monitor the driver's speed, time and location.
- All equipment used will be in compliance with SCAQMD Rules 1186 and 1186.1 and all other applicable laws and rules.

### **3. QUALITY CONTROL PROGRAM**

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- Backup equipment is available at all times.

#### **3. Operator Retention:**

- We pay our operators fair.
- We show our appreciation for our operators by having an awards banquet. Award recipients are employees with no accidents, no injuries and no complaints for the entire year. Anyone who has a combination of all three receives the largest cash award. All award recipients qualify for a Grand Prize raffle drawing.

#### **4. Supervision:**

- We will routinely spot check the quality of our work to encourage our operators to take as many passes as necessary to do a great job.

#### **5. Quality Assurance:**

- We will return and re-sweep any complaint the next day without additional charges. This will encourage the operator to do a good job the first time around.

#### **6. Our Reputation. Our Commitment to Customer Satisfaction:**

- We value our reputation beyond all else. We will satisfy your requirements regardless of the cost.

# **QUALITY CONTROL PLAN – FORM P-3 RESPONSE**

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**A. Who will supervise and review the work done under Parking Lot Sweeping Contract?**

Gilbert Perez will supervise this contract. Gilbert oversees all of our crews working in Manhattan Beach, Hermosa Beach, Marina Del Ray and Malibu. Gilbert's cell phone number is (310) 415-3763.

**B. What steps will you take to correct deficiencies reported by the Department or discovered by your reviewer?**

We will send the driver back the next night to re-sweep at no additional charge.

If we find that an operator has repetitive complaints or problems, we will replace the operator.

**C. If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your firm be able to respond?**

We can respond within two hours at the maximum and hopefully much sooner.

We will respond immediately.

We are well situated to provide this response.

**D. How will you cover unexpected absences?**

We have ample backup operators to cover absences.

We will have as many as six operators that will be trained to do this work.

**E. If you have written quality control plan, inspection plan or written procedures for your staff, please attach them.**

We will give the following instructions to our operators:

"It is our responsibility to clean these lots of glass, sand, gravel and trash of any kind.

## **QUALITY CONTROL PLAN – FORM P-3 RESPONSE**

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At times you will encounter heavy trash or sand. Please slow down through heavy debris.

Slowing down will increase your chances of cleaning properly.

If ever you do not clean things thoroughly with one pass, please take additional passes.

Our goal here is to eliminate complaints.

If we get a complaint we are going to send you back the next night. That will be expensive.

It is better that you do a good job the first time so we don't have the expense of sending you back.

If you have any questions about these instructions, feel free to speak to your supervisor, Gilbert Perez.

Thank you. Be careful out there."

# BUSINESS AND FINANCIAL SUMMARY

Attach all documentation listed on Page 6 of the RFP (Under Business and Financial Summary).

1. List all of the governmental agencies and private institutions for which your firm has provided parking lot sweeping/street sweeping services during the last five years. (At least 5 years' experience in the field must be demonstrated.) FAILURE TO LIST ALL OF YOUR FIRM'S EXPERIENCE WITH GOVERNMENT AGENCIES AND PRIVATE INSTITUTIONS DURING THE LAST FIVE YEARS MAY RESULT IN REJECTION OF YOUR PROPOSAL.

## GOVERNMENT AGENCIES:

Start of Contract	End of Contract	Name of client	Address of client	Project Mgr./ Contact person	Phone number	Description of Services
1996	2012	City of Manhattan Beach	1400 Highland Ave Manhattan Beach, CA 90266	Juan Price	(310) 545-5621	Sweep streets, lots, alleys, and strand.
1990	2007	City of Hermosa Beach	1315 Valley Drive Hermosa Beach, CA 90254	Mike Flaherty	(310) 318-0259	Sweep streets, lots, alleys and strand.
2006	2010	City of Malibu	23815 Stuart Ranch Road Malibu, CA 90265	Mike Kapanpour	(310) 456-2489	Sweep streets, lots.
2005	2010	City of Santa Clarita	23920 Valencia Blvd., Ste 300 Santa Clarita, CA 91355	Scott Hamilton	(661) 259-2489	Sweep streets, lots, bike paths.
2000	2005	LA County Public Works	900 S. Fremont Avenue Alhambra, CA 91803	Ray Martinez	(626) 337-1277	Sweep streets.
1995		Orange County	17505 Douglas Road Anaheim, CA 92806	Teri Marcot	(714) 567-6258	Sweep streets.

Add additional pages if necessary to list all experience with Government Agencies.

**4. CREDIT REFERENCES.** List at least three recent credit or financial references:

Name	Address	Business relationship	Contact person	Phone number
ComAmerica Bank	PO Box 512818 Los Angeles, CA 90051	Main Bank	Bobbi Shimano	(310) 297-3070
Lockton Insurance	725 S. Figueroa St., 35th Floor Los Angeles, CA 90017	Insurance Broker	Mark Kiger	(213) 689-4280
American Rotary Broom	564 N. Tulip Street Escondido, CA 92025-2533	Vendor		(760) 747-1506

**5. EVIDENCE OF INSURABILITY.** Attach a letter of commitment, binder or certificate of current insurance coverage meeting the limits and other requirements of Section 3.9 of the Contract.

**6. LABOR AND PAYROLL VIOLATIONS.** Within the last three years, a public entity (including, but not limited to, the State Labor Commission, the Los Angeles County Auditor-Controller, the Los Angeles County Office of Affirmative Action Compliance, and any other County department):

- ☒ has not found the Proposer responsible for any labor, wage, or payroll violations
- ☐ has found the proposer responsible for the following violation(s):

**6. ADDITIONAL INFORMATION** (Attach additional pages if necessary):



## **4. BUSINESS AND FINANCIAL SUMMARY**

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### **Description of Size and Organizational Structure:**

CleanStreet is a California corporation solely owned by Jere Costello.

CleanStreet currently employs over 120 people.

There is an administrative staff of 12 people led by Jere Costello the CEO and Founder.

There is the shop personnel of 12 people that repair, maintain and clean sweepers.

We have 10 pressure washer operators.

We have 20 workers that do miscellaneous work such as landscaping, trash container service and graffiti removal.

We have 70 well trained sweeper operators.

**CLEANSTREET, INC.**

**FINANCIAL REPORT**

**For the years ended December 31, 2005 and 2004**

DRAFT  
Tuesday, June 06, 2006 4:11:12 PM

CLEANSTREET, INC.  
FINANCIAL REPORT  
For the years ended December 31, 2005 and 2004

TABLE OF CONTENTS

	<u>PAGE</u>
Accountants' review report	1
Financial statements:	
Balance sheets	2
Statements of income and retained earnings	3
Statements of cash flows	4
Notes to financial statements	5-9

The Board of Directors  
CleanStreet, Inc.  
Gardena, California

We have reviewed the accompanying balance sheets of CleanStreet, Inc. as of December 31, 2005 and 2004, and the related statements of income and retained earnings, and cash flows for the years then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. All information included in these financial statements is the representation of the management of CleanStreet, Inc.

A review consists principally of inquiries of company personnel and analytical procedures applied to financial data. It is substantially less in scope than an audit in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Based on our review, with the exception of the matter described in the following paragraph, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with generally accepted accounting principles.

As disclosed in Note 10, the Company has not performed a test to determine whether consolidation of variable interest entities is required under Financial Accounting Standards Board Interpretation No. 46R, *Consolidation of Variable Interest Entities – an interpretation of ARB 51*. Accounting principles generally accepted in the United States of America require the primary beneficiary of a variable interest entity to consolidate the entity and also require majority and significant variable interest investors to provide certain disclosures. The effects on the financial statements of the preceding practice are not reasonably determinable.

May 25, 2006

**CLEANSTREET, INC.**  
**BALANCE SHEETS**  
December 31, 2005 and 2004

**ASSETS**

	<u>2005</u>	<u>2004</u>
<b>CURRENT ASSETS</b>		
Cash	\$ 134,987	\$ 1,627
Accounts receivable, net of allowance for doubtful accounts of \$9,000 in 2005 and 2004	1,769,170	1,328,179
Prepayments and other current assets	<u>189,333</u>	<u>206,915</u>
<b>TOTAL CURRENT ASSETS</b>	<u>2,093,490</u>	<u>1,536,721</u>
<b>PROPERTY AND EQUIPMENT</b> , at cost, net of accumulated depreciation	<u>1,323,375</u>	<u>1,221,277</u>
<b>OTHER ASSETS</b>		
Advances to stockholder	609,037	441,755
Restricted cash	<u>118,862</u>	<u>307,580</u>
<b>TOTAL OTHER ASSETS</b>	<u>727,899</u>	<u>749,335</u>
<b>TOTAL ASSETS</b>	<u>\$ 4,144,764</u>	<u>\$ 3,507,333</u>

**LIABILITIES AND STOCKHOLDER'S EQUITY**

<b>CURRENT LIABILITIES</b>		
Note payable, bank	\$ 569,848	\$ 168,000
Current portion of long-term debt	743,862	696,809
Accounts payable and accrued expenses	<u>935,365</u>	<u>474,982</u>
<b>TOTAL CURRENT LIABILITIES</b>	<u>2,249,075</u>	<u>1,339,791</u>
<b>LONG-TERM DEBT</b>	<u>576,484</u>	<u>985,357</u>
<b>COMMITMENTS</b>		
<b>STOCKHOLDER'S EQUITY</b>		
Common stock, no par value; Authorized, 100,000 shares; Outstanding, 1,000 shares	1,000	1,000
Additional paid-in capital	243,734	243,734
Retained earnings	<u>1,074,471</u>	<u>937,451</u>
<b>TOTAL STOCKHOLDER'S EQUITY</b>	<u>1,319,205</u>	<u>1,182,185</u>
<b>TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY</b>	<u>\$ 4,144,764</u>	<u>\$ 3,507,333</u>

See accompanying accountants' review report and notes to financial statements.

**CLEANSTREET, INC.**  
**STATEMENTS OF INCOME AND RETAINED EARNINGS**  
For the years ended December 31, 2005 and 2004

	<u>2005</u>	<u>2004</u>
REVENUE	\$ 12,031,967	\$ 9,980,444
OPERATING EXPENSES		
Debris costs	639,319	519,034
Depreciation	325,746	341,308
Employee and related costs	5,470,092	4,797,473
Fuel	1,287,393	830,568
Insurance	1,131,831	938,341
Interest	128,539	142,365
Outside services	346,193	221,140
Rent	536,439	542,977
Repairs and maintenance	1,240,252	932,633
Other	788,343	597,974
TOTAL OPERATING EXPENSES	<u>11,894,147</u>	<u>9,863,813</u>
INCOME BEFORE TAXES ON INCOME	137,820	116,631
TAXES ON INCOME	<u>800</u>	<u>4,093</u>
NET INCOME	<u>137,020</u>	<u>112,538</u>
RETAINED EARNINGS - BEGINNING OF YEAR	<u>937,451</u>	<u>824,913</u>
RETAINED EARNINGS - END OF YEAR	<u>\$ 1,074,471</u>	<u>\$ 937,451</u>

See accompanying accountants' review report and notes to financial statements.

CLEANSTREET, INC.  
**STATEMENTS OF CASH FLOWS**  
For the years ended December 31, 2005 and 2004

	<u>2005</u>	<u>2004</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Net income	\$ 137,020	\$ 112,538
Adjustments to reconcile net income to net cash provided by (used in) operating activities:		
Depreciation	325,746	341,308
Provision for doubtful accounts	60	4,990
Changes in assets and liabilities:		
Accounts receivable	(441,051)	(247,047)
Prepayments and other assets	17,579	(206,915)
Restricted cash	188,718	(162,068)
Accounts payable and accrued expenses	<u>460,383</u>	<u>71,160</u>
Net cash provided by (used in) operating activities	<u>688,455</u>	<u>(86,034)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Property and equipment purchased	(427,841)	(182,470)
Grants received for purchase of property and equipment	-	354,260
Net payments on advances to stockholder	<u>(167,282)</u>	<u>36,934</u>
Net cash (used in) provided by investing activities	<u>(595,123)</u>	<u>208,724</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>		
Net borrowings on line of credit	401,848	168,000
Net payments, long-term debt	<u>(361,820)</u>	<u>(296,340)</u>
Net cash provided by (used in) financing activities	<u>40,028</u>	<u>(128,340)</u>
<b>NET CHANGE IN CASH</b>	133,360	(5,650)
<b>CASH - BEGINNING OF YEAR</b>	<u>1,627</u>	<u>7,277</u>
<b>CASH - END OF YEAR</b>	<u>\$ 134,987</u>	<u>\$ 1,627</u>
<b>SUPPLEMENTAL CASH FLOW INFORMATION:</b>		
Cash paid during the year for:		
Interest	\$ 123,359	\$ 146,195
Income taxes	\$ -	\$ 6,096

See accompanying accountants' review report and notes to financial statements.

CLEANSTREET, INC.  
NOTES TO FINANCIAL STATEMENTS  
For the years ended December 31, 2005 and 2004

CleanStreet, Inc. (the "Company") is a California corporation primarily engaged in providing street and parking lot sweeping services in California.

**NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Use of estimates:**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Accounts receivable:**

Accounts receivable are reported at the customers' outstanding balances less any allowance for doubtful accounts. Interest is not accrued on overdue accounts receivable.

**Allowance for doubtful accounts:**

The allowance for doubtful accounts on accounts receivable is charged to income in amounts sufficient to maintain the allowance for uncollectible accounts at a level management believes is adequate to cover any probable losses. Management determines the adequacy of the allowance based on historical write-off percentages and information collected from individual customers. Accounts receivable are charged off against the allowance when collectibility is determined to be permanently impaired.

**Depreciation:**

Depreciation is computed principally on straight-line and accelerated methods based on the estimated useful lives of the assets, generally as follows:

Machinery and equipment	5-10 years
Furniture and fixtures	5-7 years
Computer equipment	3-5 years

**Grants:**

The Company receives grants from the California Air Quality Management Board for the purchase of propane powered equipment. Due to the contingent nature regarding approval of grant requests, the grants are recorded in the year in which they are received.

(Continued)

See accompanying accountant's review report.



CLEANSTREET, INC.  
NOTES TO FINANCIAL STATEMENTS (Continued)  
For the years ended December 31, 2005 and 2004

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Long-lived assets:

The Company reviews for the impairment of long-lived assets and certain identifiable intangibles whenever events or changes in circumstances indicate that the carrying amount of any asset may not be recoverable. An impairment loss would be recognized when the estimated undiscounted future cash flows expected to result from the use of the asset and its eventual disposition is less than the carrying amount. If an impairment is indicated, the amount of the loss to be recorded is based on an estimate of the difference between the carrying amount and the fair value of the asset. Fair value is based upon discounted estimated cash flows expected to result from the use of the asset and its eventual disposition and other valuation methods.

S corporation election:

The Company and its stockholder have elected to treat corporate taxable income as income to its stockholder. Accordingly, federal and state income taxes are liabilities of the stockholder and not of the Company, except that California levies a 1.5% corporate tax on electing corporations.

Advertising costs:

Advertising costs are expensed in the period during which the costs are incurred. Advertising expenses for the years ended December 31, 2005 and 2004, amounted to approximately \$43,000 and \$45,000, respectively.

Reclassifications:

Certain items in prior financial statements are reclassified to conform to the current presentation.

NOTE 2: CONCENTRATIONS

Cash:

The Company maintains cash balances at three banks where amounts on deposit may be in excess of \$100,000 throughout the year. Accounts at each institution are insured by the Federal Deposit Insurance Corporation up to \$100,000.

Customers:

A majority of the Company's contracts are with municipal governments in California. Management believes that there is a remote possibility that these local governments will discontinue the out-sourcing of public services.

See accompanying accountant's review report.

**CLEANSTREET, INC.**  
**NOTES TO FINANCIAL STATEMENTS (Continued)**  
For the years ended December 31, 2005 and 2004

**NOTE 3: PROPERTY AND EQUIPMENT**

As of December 31, 2005 and 2004, property and equipment consisted of the following:

	<u>2005</u>	<u>2004</u>
Machinery and equipment	\$6,478,394	\$5,994,433
Furniture and fixtures	66,714	66,714
Computer equipment	<u>45,702</u>	<u>30,967</u>
	6,590,810	6,092,114
Less accumulated depreciation	<u>5,267,435</u>	<u>4,870,837</u>
	<u>\$1,323,375</u>	<u>\$1,221,277</u>

**NOTE 4: NOTE PAYABLE, BANK**

During 2005, the Company entered into a credit agreement with a bank under which it may borrow up to \$600,000 due on demand. Interest is payable monthly at a rate equal to the bank's base rate, as defined in the agreement, plus 1.25% per annum. Borrowings under the credit agreement are collateralized by substantially all of the assets of the Company and are guaranteed by the Company's stockholder.

Borrowings under the credit agreement amounted to \$569,848 at December 31, 2005. Of this amount, effective April 7, 2006, \$200,000 has been converted into a note, payable \$6,295 per month including interest at 8.27% per annum through April, 2009.

The credit agreement contains various covenants, including the maintenance of certain minimum ratios of current assets to current liabilities and debt to tangible effective net worth. As of December 31, 2005, the Company is not in compliance with the loan covenants.

**NOTE 5: LONG-TERM DEBT**

As of December 31, 2005 and 2004, long-term debt consisted of the following:

	<u>2005</u>	<u>2004</u>
Notes payable, banks, collateralized by machinery and equipment, payable \$74,846 per month including interest at rates ranging from 6.3% to 8.75% per annum, through May 2010.	\$1,320,346	\$1,682,166
Current portion	<u>743,862</u>	<u>696,809</u>
Non-current portion	<u>\$ 576,484</u>	<u>\$ 985,357</u>

(Continued)

See accompanying accountant's review report.

**CLEANSTREET, INC.**  
**NOTES TO FINANCIAL STATEMENTS (Continued)**  
**For the years ended December 31, 2005 and 2004**

**NOTE 5: LONG-TERM DEBT (Continued)**

Maturities of long-term debt during the succeeding five years are approximately \$744,000 (2006); \$334,000 (2007); \$224,000 (2008); \$15,000 (2009); and \$3,000 (2010).

**NOTE 6: ADVANCES TO STOCKHOLDER**

As of December 31, 2005 and 2004, the Company was owed \$609,037 and \$441,755, respectively by its stockholder. No interest was charged on these advances for the years ended December 31, 2005 and 2004.

**NOTE 7: EMPLOYEE BENEFIT PLAN**

The Company sponsors an employee benefit plan (the "Plan") for eligible employees. Eligibility begins after completion of 2,000 hours and one year of service. Under the Plan, the Company may contribute a discretionary amount to be held in trust and distributed in accordance with the provisions of the Plan. For the years ended December 31, 2005 and 2004, the Company did not make discretionary employer contributions.

**NOTE 8: COMMITMENTS**

The Company leases its facilities in Gardena, Riverside and Santa Clarita, California pursuant to agreements expiring through May 2008. The leases require additional payments for common area operating expenses. The Company leases its office facility from its stockholder on a month-to-month basis.

The Company also leases vehicles pursuant to agreements expiring through November 2009. Minimum annual rental payments are as follows:

<u>Year Ending</u> <u>December 31</u>	
2006	\$ 419,000
2007	386,000
2008	334,000
2009	38,000
	<u>\$1,177,000</u>

Rent expense for the years ended December 31, 2005 and 2004, amounted to approximately \$536,000 and \$543,000, respectively, including amounts charged by the Company's stockholder of approximately \$63,000 for each of the years ended December 31, 2005 and 2004.

See accompanying accountant's review report.

CLEANSTREET, INC.  
NOTES TO FINANCIAL STATEMENTS (Continued)  
For the years ended December 31, 2005 and 2004

NOTE 9: RESTRICTED CASH

The Company maintains certificates of deposit with various banks as a security for performance of certain contracts with municipal governments.

NOTE 10: CONSOLIDATION OF VARIABLE INTEREST ENTITIES

In January 2003, the Financial Accounting Standards Board ("FASB") issued Interpretation No. 46, *Consolidation of Variable Interest Entities*, as superseded in December 2003 by FASB issued Interpretation No. 46R, *Consolidation of Variable Interest Entities – an interpretation of ARB 51*, ("FIN No. 46R"). FIN No. 46R requires the primary beneficiary of a variable interest entity ("VIE") to consolidate the entity and also requires majority and significant variable interest investors to provide certain disclosures. A VIE is an entity in which the equity investors do not have a controlling interest, equity investors participate in losses or residual interests of the entity on a basis that differs from its ownership interest, or the equity investment at risk is insufficient to finance the entity's activities without receiving additional subordinated financial support from the other parties. FIN No. 46R was effective for the Company starting January 1, 2005.

The Company has not performed tests to determine whether consolidation of VIE's is required under FIN No. 46R. The nature and amount of related party lease entered into by the Company is disclosed in Note 8.

The effects of this departure from accounting principles generally accepted in the United States of America on financial position and results of operations are not reasonably determinable.

See accompanying accountant's review report.



**FINANCIAL INFORMATION**

**JANUARY 2006 THRU MARCH 2006**

12:15 PM

06/07/06

Accrual Basis

**CleanStreet**  
**Profit & Loss**  
January through March 2006

	<u>Jan - Mar 06</u>
Ordinary Income/Expense	
Income	
REVENUE	3,305,037.11
Total Income	<u>3,305,037.11</u>
Gross Profit	3,305,037.11
Expense	
6000 · OPERATING EXPENSES	2,549,598.69
6020 · Depreciation Expense	75,000.00
8000 · OTHER EXPENSES	265,182.30
8214 · Taxes Business State	2,800.00
Total Expense	<u>2,892,580.99</u>
Net Ordinary Income	412,456.12
Other Income/Expense	
Other Income	
9000 · Other Income	545.98
Total Other Income	<u>545.98</u>
Other Expense	
8500 · MISC EXPENSES	3,000.00
Total Other Expense	<u>3,000.00</u>
Net Other Income	<u>-2,454.02</u>
Net Income	<u><u>410,002.10</u></u>

**CleanStreet**  
**Balance Sheet**  
As of March 31, 2006

	Mar 31, 06
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
1000 · CASH & EQUIVALENTS	259,335.75
Total Checking/Savings	259,335.75
Accounts Receivable	
1200 · ACCOUNTS RECEIVABLE	1,610,259.07
Total Accounts Receivable	1,610,259.07
Other Current Assets	
1300 · PREPAID EXPENSES	227,888.07
1350 · Rental Deposits	3,800.00
1500 · Officer Loan	513,782.66
Total Other Current Assets	745,470.73
Total Current Assets	2,615,065.55
Fixed Assets	
1510 · Sweeper Computer & Furniture	-30,000.00
1600 · FIXED ASSETS	6,550,828.63
1799 · Accum Depreciation-PP&E	-5,245,837.00
Total Fixed Assets	1,274,991.63
Other Assets	
1800 · RESTRICTED CASH	92,902.40
Total Other Assets	92,902.40
<b>TOTAL ASSETS</b>	<b>3,982,959.58</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · ACCOUNTS PAYABLE	473,307.20
Total Accounts Payable	473,307.20
Other Current Liabilities	
2110 · AQMD Clean Vehicle Grants	-70,852.00
2155 · Comerica Line of Credit	569,848.17
2160 · Notes Payable - Current Portion	696,809.00
2170 · Accrued Expense	83,517.97
Total Other Current Liabilities	1,279,323.14
Total Current Liabilities	1,752,630.34
Long Term Liabilities	
2250 · Comerica Note# 75	246,952.82
2400 · Loans Payable	148,197.64
Total Long Term Liabilities	395,150.46
Total Liabilities	2,147,780.80
Equity	
3100 · Common Stock	1,000.00
3200 · Paid in Capital	243,734.00
3400 · Distribution	-300,000.00
3900 · Retained Earnings	1,480,442.68
Net Income	410,002.10
Total Equity	1,835,178.78
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>3,982,959.58</b>



# **PROOF OF INSURANCE**

# ACORD CERTIFICATE OF LIABILITY INSURANCE

04/01/2007

DATE (MM/DD/YY)

04/03/2006

**PRODUCER**

Lockton Insurance Brokers, Inc.  
725 S. Figueroa Street, 35th Fl.  
CA License #0714705  
Los Angeles CA 90017  
(213) 689-0065

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

**INSURED**

1025936

CleanStreet  
California Street Maintenance  
1937 W 169th Street  
Gardena CA 90247

INSURER A: U.S. Fire Insurance Company

INSURER B: St. Paul Fire & Marine Insurance Co

INSURER C:

INSURER D:

INSURER E:

COVERAGES CLEST01 S5

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<b>GENERAL LIABILITY</b>					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	5437105191	04/01/2006	04/01/2007	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
<b>AUTOMOBILE LIABILITY</b>					
A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS Comprehensive \$1,000 Collision \$1,000	1337213565	04/01/2006	04/01/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
<b>GARAGE LIABILITY</b>					
	<input type="checkbox"/> ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX OTHER THAN AUTO ONLY: EA ACC \$ XXXXXXXX AGG \$ XXXXXXXX
<b>EXCESS LIABILITY</b>					
B	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> UMBRELLA FORM RETENTION \$	QK04500139	04/01/2006	04/01/2007	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					
A		4086909873	04/01/2006	04/01/2007	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
<b>OTHER</b>					

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

City of Manhattan Beach & Their Officers, Employees, Elected Officials, Volunteers & Members of Boards & Commissions to be named as Additional Insured as their interests may appear as respects General Liability per attached endorsement.

**CERTIFICATE HOLDER**

☒ ADDITIONAL INSURED; INSURER LETTER: A

**CANCELLATION** [N141930]

1380568

City of Manhattan Beach  
Attn: Howard Fistman  
1400 Highland Ave.  
Manhattan Beach CA 90263

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*[Signature]*

POLICY NUMBER: 543-710062-8  
INSURED: CleanStreet / California Street Maintenance

COMMERCIAL GENERAL LIABILITY  
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Name of Person or Organization:**

City of Manhattan Beach & Their Officers, Employees, Elected Officials, Volunteers & Members of Boards  
& Commissions

**Location and Description of Completed Operations:**

**Additional Premium:**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

**Section II - Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

CG 20 37 10 01

ISO Properties, Inc., 2000

Certificate ID : 1380568

Misc Attachment : M41930

## REQUEST FOR PROPOSALS -- PROPOSER'S CERTIFICATION

On behalf of Proposer CleanStreet, the undersigned certifies, declares and agrees as follows:

**1. Absence of Any Conflict of Interest.** The Proposer is aware of the provisions of Section 2.180.010 of the Los Angeles County Code and certifies that neither Proposer nor its officers, principals, partners or major shareholders are employees of either the County or another public agency for which the Board of Supervisors is the governing body or a former employee who participated in any way in the development of the Contract or its service specifications within 12 months of the submission of this Proposal.

**2. Independent Price Determination.** The Proposer certifies that the prices quoted in its Proposal were arrived at independently, without consultation, communication, or agreement with any other Proposer for the purpose of restricting competition.

**3. Compliance with County Lobbyist Ordinance.** The Proposer is familiar with the requirements of Chapter 2.160 of the Los Angeles County Code. All persons acting on Proposer's behalf have complied with its provisions and will continue to do so pending and subsequent to the award of the Contract by the Board of Supervisors.

**4. Antidiscrimination.**

(a) In accordance with Section 4.32.010.A of the Los Angeles County Code, all persons employed by the Proposer, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States and the State of California. The following policies and procedures shall be in force and effect over the Contract term: (1) a written policy statement prohibiting discrimination in all phases of employment; (2) periodic self-analysis or utilization analysis of Proposer's work force; (3) a system for determining if Proposer's employment practices are discriminatory against protected groups; and (4) where problem areas are identified in employment practices, a system for taking reasonable corrective action to include establishment of goals or timetables;

OR:

(b) Proposer is exempt from the provisions of Section 4.32.010 because the Contract is for the performance of professional, scientific, expert or technical services of a temporary and occasional character involving only a single individual or an individual or a firm employing less than 10 persons in connection with the performance of such Contract.

**5. Consideration of GAIN/GROW Participants for Employment.** As a threshold requirement for consideration for Contract award, Proposer shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and promotional opportunities.

☐ Proposer has a proven record of hiring GAIN/GROW participants (subject to verification; attach proof);

OR:

☒ Proposer is willing to consider GAIN/GROW participants for any future employment opening and to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available.

On behalf of Proposer, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Jere Costello  
Name

Signature

Chief Executive Officer  
Title

June 6, 2006  
Date

## County of Los Angeles – Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and  
CBE Firm/Organization Information Form**INSTRUCTIONS:** All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**FIRM NAME: CleanStreet☒ I AM NOT☐ I AM

A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: \_\_\_\_\_

**II. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise  
☐ Other (Please Specify) \_\_\_\_\_Total Number of Employees (including owners): 120

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Sole Proprietorship/Partnership		Corporation		Non-Profit	
	Male	Female	Male	Female	Male	Female
Black/African American					4	
Hispanic/Latino			2		58	2
Asian or Pacific Islander					2	
American Indian						
Filipino						
White	1		2		49	

**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:**

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
N/A					

**V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.**

Print Authorized Name Jere Costello	Authorized Signature 	Title CEO	Date 06/06/06
----------------------------------------	-------------------------------------------------------------------------------------------------------------	--------------	------------------

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Bidder is excepted from the Program.

Company Name: CleanStreet		
Company Address: 1937 W. 169th Street		
City: Gardena	State: California	Zip Code: 90247
Telephone Number: (800) 225-7316		
Solicitation For (Type of Services): Street Sweeping		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as It has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

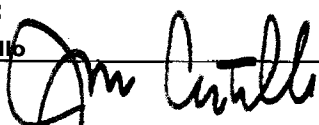
- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name: Jere Costello	Title: Chief Executive Officer
Signature: 	Date: June 6, 2006



**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM**

FORM P-8

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE  
LABOR/PAYROLL/DEBARMENT HISTORY**

Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- ☐ An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- ☐ A determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- ☐ A debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: CleanStreet	Print Name of Owner: Jere Costello
Print Address of Firm: 1937 W. 169th Street	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: Gardena, CA 90247	Print Name and Title: Jere Costello, CEO

Public Entity Name:	Case Number: None	Date of Incident:
Case Number/Date Claim Opened:	Name:	Date Claim Opened:
Name and Address of Claimant:	Street Address:	
	City, State, Zip:	
Description of Work: (e.g., Janitor)		
Description of Allegation and/or Violation:		
Disposition of Finding (attach disposition letter): (e.g., Liquidated Damages, Penalties, Debarment, etc.)		

☐ Additional Pages are attached for a total of \_\_\_\_\_ pages.

COUNTY OF LOS ANGELES  
LIVING WAGE ORDINANCE**Contractor Living Wage Declaration**

The contract to be awarded pursuant to this Request for Proposal (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to the County awarding department.

Please check the option that best describes your intention to comply with the Program.

- ☐ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage rate of not less than **\$9.46 per hour** per employee.
- ☒ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$1.14 per hour** per employee. I will pay an hourly wage of not less than **\$9.46 per hour** per employee.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$1.14 per hour** per employee. I will pay an hourly wage of not less than **\$8.32 per hour** per employee.

Health Plan(s): Blue Cross of California

Company Insurance Group Number: 1503360001

Health Benefit(s) Payment Schedule:

- ☒ Monthly                      ☐ Quarterly                      ☐ Bi-Annual
- ☐ Annually                      ☐ Other: \_\_\_\_\_  
(Specify)

PLEASE PRINT COMPANY NAME: CleanStreet

I declare under penalty of perjury under the laws of the State of California that the above is true and correct:

SIGNATURE:

DATE: June 6, 2006

PLEASE PRINT NAME: Jere Costello

TITLE OR POSITION CEO



**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM****APPLICATION FOR EXEMPTION**

The contract to be awarded pursuant to the County's solicitation (RFP or IFB) is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. To apply, Contractors must complete and submit this form to the County by the date identified in the solicitation (RFP or IFB) document. Upon review of the submitted Application for Exemption, the County department will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name:			
Company Address:			
City:		State:	Zip Code:
Telephone Number:	Facsimile Number:	Email Address:	
Awarding Department:			Contract Term:
Type of Service:			
Contract Dollar Amount:			Contract Number (if any):

**I am requesting an exemption from the Program for the following reason(s) (attach to this form all documentation that supports your claim):**

- ☐ My business is a non-profit corporation qualified under Internal Revenue Code Section 501(c)(3) (attach IRS Determination Letter).
- ☐ My business is a Small Business (as defined in the Living Wage Ordinance) which is not an affiliate or subsidiary of a business dominant in its field of operation **AND** during the contract period will have 20 or fewer full- and part-time employees; **AND**
  - ☐ Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; **OR**
  - ☐ Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- ☐ My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

*Continued from previous page*

- ☐ My business is subject to a bona fide Collective Bargaining Agreement (*attach agreement*); AND
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; OR
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business' Collective Bargaining Agreement):

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I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME: <b>Jere Costello</b>	TITLE: <b>CEO</b>
SIGNATURE:	DATE: <b>June 6, 2006</b>

## CHARITABLE CONTRIBUTIONS CERTIFICATION

CleanStreet

Company Name

1937 West 169th Street, Gardena, CA 90247

Address

95-4147708

Internal Revenue Service Employer Identification Number

N/A

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

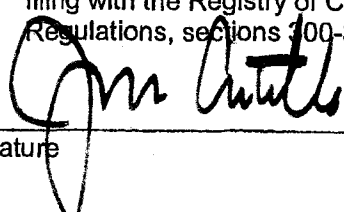
Check the Certification below that is applicable to your company.



Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

  
SignatureJune 6, 2006

Date

Jere Costello, Chief Executive Officer

Name and Title of Signer (please print)

## **12. ADDITIONAL INFORMATION**

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CleanStreet provides a level of service that is superior for several reasons:

### **Equipment:**

We will utilize Tymco 600 Air Sweepers to perform this contract.

This is a full-size sweeper that is extremely effective at removing debris and small PM 10 dust particles.

The Tymco 600 has a very large tank and as a consequence has tremendous suction. This suction will remove 100% of the debris and PM 10 particles.

Smaller sweepers that are less expensive to operate actually expel PM 10 particles into the air as exhaust from the sweeping mechanism.

Broom sweepers are not effective at sweeping PM 10 particles.

### **Noise Abatement:**

Because the Tymco 600 Air Sweeper is so powerful it can run at a lower RPM and is quieter than a small sweeper.

We are expert at repairing and maintaining Tymco 600 Air Sweepers in optimal operating conditions.

### **Safety Record:**

CleanStreet is focused on safety.

CleanStreet has an excellent safety record and an ambitious safety awareness program.

We diligently work to detect problem employees prior to incidents through monitoring.

We have a \$5,000,000 liability insurance policy for all of our protection. Insurance is our greatest variable cost that must be contained with an excellent safety record.

### **Fulltime Employees:**

All work will be performed by people working 40 plus hours per week.

Our pay will always exceed the Living Wage.

## **12. ADDITIONAL INFORMATION**

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We provide Blue Cross Health Insurance.

### **Company Awards Banquet:**

CleanStreet holds an annual awards banquet honoring operators without accidents, without complaints and with compliments.

We held our last banquet this past may on the Queen Mary.

We honored our great employees.

### **References:**

Attached is our complete list of municipal clients.

We are proud of the loyalty they have for CleanStreet.

We welcome you to call anyone of them randomly.

## REFERENCES

COUNTY OF LOS ANGELES 900 S. Fremont Avenue Alhambra, CA 91803 this is a test	Ray Martinez (626) 337-1277	23yrs
CITY OF LA CANADA FLINTRIDGE 1327 Foothill Blvd. La Canada, CA 91011	Lee Morlet (818) 790-8882	20yrs
CITY OF ROSEMEAD 8838 E. Valley Blvd. Rosemead, CA 91770	Bill Crow (626) 288-6671	15yrs
CITY OF CULVER CITY 9505 West Jefferson Blvd. Culver City, CA 90232	Damian Skinner (310) 253-6400	15yrs
CITY OF HAWTHORNE 4455 W. 126 <sup>th</sup> Street Hawthorne, CA 90250	Steve Hannah (310) 970-7955	15yrs
RIVERSIDE COUNTY c/o Burrtec Waste Industries 1850 Agua Mansa Road Riverside, CA 92509	Mike Rhodes (909) 275-6899	14yrs
SAN BERNARDINO COUNTY 825 E. Third Street San Bernardino, CA 92415-0835	Rick Ferguson (909) 387-2611	13yrs
CITY OF CHINO HILLS 2001 Grand Avenue Chino Hills, CA 91709	John Mura (909) 364-2855	13yrs
CITY OF MONROVIA 415 So. Ivy Avenue Monrovia, CA 91016	Alex Cardona (626) 932-5534	12yrs
CITY OF HERMOSA BEACH 1315 Valley Drive Hermosa Beach, CA 90254	Mike Flaherty (310) 318-0259	12yrs
CITY OF KERMAN 850 S. Madera Avenue Kerman, CA 93630-1799	Allen Jacobson (209) 846-9384	11yrs
CITY OF PARAMOUNT 16400 Colorado Avenue Paramount, CA 90723-5050	Rudy De La Rosa (562) 220-2106	10yrs

## REFERENCES

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CITY OF MANHATTAN BEACH 1400 Highland Avenue Manhattan Beach, CA 90266	Juan Price (310) 545-5621	10yrs
OLD PASADENA MANAGEMENT DISTRICT 33 East Union Street Pasadena, CA 91103	Maggie Campbell (626) 356-9725	10yrs
CITY OF SANGER 1700 Seventh Street Sanger, CA 93657-2898	Eddie Villagomez (209) 875-6513	9yrs
CITY OF MORRO BAY 695 Harbor Street Morro Bay, CA 93442	David Phillips (805) 772-6261	8yrs
COUNTY OF ORANGE 320 N. Flower Street, Suite: 400 Santa Ana, CA 92703	Dave Soto (714) 834-4154	8yrs
CITY OF BEAUMONT 550 E. Sixth Street Beaumont, CA 92223-0158	Deepak Moorjani (909) 769-8520	6yrs
CITY OF CAMARILLO 601 Carmen Drive Camarillo, CA 93011	Ernie Villasenor (805) 384-1820	7yrs
CITY OF SIERRA MADRE 232 W. Sierra Madre Blvd. Sierra Madre, CA 91024	Bruce Inman (818) 355-7135	7yrs
CITY OF LOMA LINDA 25541 Barton Road Loma Linda, CA 92354	Jarb Thaipejr (909) 799-4410	7yrs
CITY OF WOODLAKE 350 North Valencia Woodlake, CA 93286	Ruben De Leon (559) 564-8055	6yrs
CITY OF HURON Box 339 Huron, CA 93234	Leo Placentia (559) 945-2241	6yrs
CITY OF DUARTE 1600 Huntington Drive Duarte, CA 91010	Troy Wittenbrock (626) 357-7931	6yrs

## REFERENCES

HOLLYWOOD ENTERTAINMENT DIST. 7083 Hollywood Blvd., Ste. 304 Hollywood, CA 90028	Kerry Morrison (323) 463-6767	6yrs
U. S. NAVY ROICC, Pt. Loma Field Team 4635 Pacific Hwy., Bldg. 1 San Diego, CA 92110-2756	Dona Giron (619) 524-3100 x 160	6yrs
CITY OF WOODSIDE 2955 Woodside Road Woodside, CA 94062	Kent Dewell (650) 851-6790	6yrs
CITY OF PISMO BEACH 760 Mattie Road Pismo Beach, CA 93449	John Garrett (805) 773-7058	6yrs
CITY OF TRACY 325 E. 10 <sup>th</sup> Street Tracy, CA 95376	Kevin Tobeck (209) 831-4420	4yrs
CITY OF IMPERIAL BEACH 825 Imperial Beach Blvd. Imperial Beach, CA 91932	Steve South w/ Edco Disposal (619) 287-7555	5yrs
CITY OF LANCASTER 44933 N. Fern Avenue Lancaster, CA 93534	Phil Horn (661) 723-6225	5yrs
TOWN OF PORTOLA VALLEY 765 Portola Road Portola Valley, CA 94028	Howard Young (650) 851-1700 x 14	5yrs
CITY OF CLAYTON 6000 Heritage Trail Clayton, CA 94517-1250	Bill Norton (925) 673-7300	5yrs
CITY OF SAN JUAN CAPISTRANO 32400 Paseo Adelanto San Juan Capistrano, CA 92675	Amy Amirani (949) 493-1171	5yrs
CITY OF LEMON GROVE 7853 Central Avenue Lemon Grove, CA 91945-2541	Lisa Constande (619) 825-3815	4yrs
COUNTY OF ORANGE 17505 Douglas Road Anaheim, CA 92806	Teri Marcoot (714) 567-6258	4yrs
CITY OF RANCHO SANTA MARGARITA 30211 Avenida de las Banderas, Ste 101 Rancho Santa Margarita, CA 92688	Bob Cartwright (949) 635-1800	4yrs



## REFERENCES

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CITY OF ONTARIO 1425 S. Bon View Avenue Ontario, CA 91761-4406	Dale Adcock (909) 395-2624	4yrs
CITY OF SEAL BEACH 211 8 <sup>th</sup> Street, 2 <sup>nd</sup> Floor Seal Beach, CA 90740	Bob Eagle (562) 431-2527	3yrs
CITY OF LA QUINTA 78-495 Calle Tampico La Quinta, CA 92253	James Lindsay (760) 777-7051	3yrs
CITY OF WEST HOLLYWOOD 8300 Santa Monica Blvd. W. Hollywood, CA 90069-6216	Brian Jackson (323) 851-7269	3yrs
CITY OF AGOURA HILLS 30001 Ladyface Court Agoura Hills, CA 91301	Brian Allen (818) 597-7327	3yrs
CITY OF SAN JOSE 1404 Mabury Road San Jose, CA 95133	Bill Keller (408) 277-3158	3yrs
PASADENA PLAYHOUSE DISTRICT 695 E. Colorado, Ste. 205 Pasadena, CA 91101	Catherine Haskett-Hany (626) 744-0340	3yrs
CITY OF PALM SPRINGS 3200 E. Tahquitz Canyon Way Palm Springs, CA 92263-2743	Sherman Ferguson (760) 323-8169	2yrs
CITY OF LA MESA 8130 Allison Avenue La Mesa, CA 91944-0937	Dennis Gurin (619) 667-1284	2yrs
COACHELLA VALLEY ASSOC. OF GOVERNMENTS 73-710 Fred Waring Dr., Ste. 200 Palm Desert, CA 92260	Aurora Kerr 760-346-1127	2yrs
CITY OF INDIAN WELLS 44-950 Eldorado Drive Indian Wells, CA 92210-7497	Tim Wassil 760-346-2489	2yrs
CITY OF PALM DESERT 73-510 Fred Waring Drive Palm Desert, CA 92260-2578	Tom Bassler 760-346-0611	2yrs

## REFERENCES

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CITY OF CATHEDRAL CITY 68-700 Avenida Lalo Guerrero Cathedral City, CA 92234	Dale Bolls 760-770-0390	2yrs
CITY OF RANCHO MIRAGE 69-825 Highway 111 Rancho Mirage, CA 92270	David Martin 760-770-3224	1yr
CITY OF CALABASAS 26135 Mureau Road Calabasas, CA 91302	Charles Mink 818-878-4242	1yr
CITY OF WESTLAKE VILLAGE 31200 Oakcrest Drive Westlake Village, CA 91361	John Knipe 818-706-1613	1yr
CITY OF SIGNAL HILL 2175 Cherry Avenue Signal Hill, CA 90755-3799	Joshua Rosenbaum (562) 989-7300	December 2004
CITY OF PLEASANTON PO Box 520 123 Main Street Pleasanton, CA 94566	Michael Dinatale (925) 931-5550	March 2005
DOWNTOWN SAN DIEGO PARTNERSHIP 1111 Sixth Avenue Suite 101 San Diego, CA 92101-5230	Stewart Payne (619) 234-8900	July 2005
CITY OF LOS ALTOS One North San Antonio Road Los Altos, CA 94022-3087	Brian J. McCarthy (650) 947-2879	July 2005
CITY OF LAWDALE 4722 Manhattan Beach Blvd. Lawndale, CA 90260	Marlene Miyoshi (310) 973-3265	July 2005
CITY OF FOUNTAIN VALLEY 17300 Mt. Herrmann Street Fountain Valley, CA 92708	Robert Kellison (714) 593-4602	July 2005
CITY OF SANTA CLARITA 23920 Valencia Boulevard Suite: 300 Santa Clarita, CA 91355	Scott Hamilton (661) 259-2489	July 2005

## REFERENCES

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COUNTY OF KERN  
1115 Truxtun Avenue  
Bakersfield, CA 93301

Carol Cox  
(661) 868-3034

November  
2005

CITY OF INDIO  
83-101 Avenue 45  
Indio, CA 92201

Gary F. Lewis  
(760) 347-1058

January  
2006

CITY OF MALIBU  
23815 STUART RANCH ROAD  
MALIBU, CA 90265

Mike Kapanpour  
(310) 456-2489 Ext. 262

January  
2006

CITY OF DELANO  
1015 Eleventh Avenue  
Delano, CA 93215-2262  
CITY OF GARDEN GROVE  
11222 Acacia Parkway  
Room 2010  
PO Box 3070  
Garden Grove, CA 92842

John Wankum  
(661) 720-2219

June  
2006

Thomas Meng  
(714) 741-5055

June  
2006